

Developing youth who are CAPABLE CONFIDENT & CONTRIBUTING

7:00

7:05

7:25

7:40

8:15

8:45

#### akeview Academy Board of Trustees Meeting May 3, 2012

527 West 400 North Saratoga Springs Utah genda)

		tall times listed are approximate and	the board reserves the righ	t to vote on any	vitem on the agen
I.	Welcome				6:00

- Π. Roll Call
- III. Work Session
  - 1. A motion to enter a closed session for the purpose of discussion of litigation matters, acquisition of real property, or authorized personal issues.
  - Action if any from closed session
  - 3. Questions about the agenda
- IV. Welcome to General session
- Pledge of Allegiance V.
- VI.
- Reports
  - 1. Director Reports
  - Board Reports 2.
  - 3. Financial Reports
    - a. Financial Report, Account Reconciliation Report, Balance Sheet Report, Cash Flow Report, Check Register Report
  - ISQ Survey Results 4.
- VII. Charter Training
  - 1. Improved Student Learning
- VIII. Consent Agenda
  - 1. March Financials
  - April 5, 2012 minutes
  - Engagement Letter with Kirton McConkie
  - Engagement Letter for Meyer and Fillmore
  - Engagement Letter for Piper Jaffray
  - Blue Sky Program Solar Panel Grant 6.
  - Spectra Management Contract
- IX. Policy Review

How does this policy support the charter, global policies, state law, and governance? Is it effective? How do we know it is effective (direct inspection, data, audit)? Do we need to make any changes?

- 1. Bulling and Hazing Policy
- Code of Conduct Discipline Policy
- 3. Extra-Curricular Policy
- Fee Wavier Policy
- X. Public comment not related to items on the agenda, each comment is limited to two minutes. 8:00
- XI. Public Hearing
  - 2012-2013 Budget
  - Computer Use and Internet Safety Policy

#### XII. Action Items

Treatment of Students Policy 1.

- Motion to Motion to transfer the Portfolio and Standardized Dress Code Policy to Administrative Procedures
- Board Business/Strategic Planning XII.
  - 1. Building Updates
  - iLearn at Home update
  - Appoint Tina Smith to the Board of Trustees with a term to expire on May 31, 2016
  - Appoint Parent Elect Board Member Peter Chamberlain, because he was the only parent who declared his intent to run within the election policy guidelines, with a term to expire on May 31, 2014
  - Governance training
    - a. Where the Heck are We
    - b. Governing Board On Line Training Modules and Additional State Charter Monitoring

Lakeview Academy Bot Agenda May 3, 2012

Supporting Documents

#### <u>Lakeview Academy Board Meeting</u> <u>Public Comment and Pattern of Formality Guidelines</u>

The following are guidelines that were taken from Robert's Rules of Order and modified to assist the Lakeview Academy Board in running efficient meetings:

#### **Public Comment**

- During the agenda under the Public Comment section, the public may address any issue not related to items
  already on the agenda. Please state your name for the official minutes. Please be mindful of the length of the
  board meeting and limit your comments to two minutes.
- After an item has been introduced and debated by the board, the President will call for Public comment on that
  item only. Each public attendee shall have the opportunity to speak two times on the same issue on the same
  day. It shall proceed that everyone will be given their first opportunity to speak before anyone will be given
  their second opportunity.
- To maintain order, if someone from the public is out of order, the President will verbally counsel them by calling, "point of order."

#### Order of Debate

- The item will be introduced by the sponsor if the sponsor is not present then the President will assign someone to do the introduction.
- Members debate the item (unless no one wished to debate it). Each member is allowed two separate opportunities to speak on the item.
- The President will then open the item up for Public Comment following the directions in public comment section 2.
- 4. The item will then be opened up to the Board for additional debate if necessary.
- 5. A member makes a motion by saying, "I move that..." if it is long; it should be prepared in writing and given to the President or Secretary. If no motion is made then the item dies, and no further debate will occur.
- 6. Another board member may amend the motion. If the motion is amended the President asks is their any objection to adopting the amendment. If no objection is made, the chair may declare the amendment adopted. If even one member objects, however the amendment is subject to debate and vote like any other motion.
- 7. If the motion is amended the President may open it up to further board comment if necessary.
- 8. The President will then call the question and take a vote on the item.
- 9. The President announces the vote.

#### Pattern of Formality

- 1. The President should be addressed as Mister or Madam President as appropriate.
- 2. Wait to be acknowledged verbally or with a nod before speaking by the President.
- 3. Speak only to the President or though him/her.
- 4. Avoid personalizing any issue; speak to the subject, not the person you disagree with. An example of this would be if you believe something said to be untrue, you would say, I believe the member is mistaken instead of saying something was a lie.
- 5. If anyone breeches Robert's Rules or for example speaks out of turn, it is called a point of order and will be corrected by the President or any other board member that catches it. One would say, "Point of Order" The President would acknowledge the person and they would say what breech occurred. The President would then say "the point of order is well taken" or in unfounded, "the point of order is not well taken.

#### Questions Board Members Consider When Making Decisions

- 1. How will the decision affect the school?
- 2. How does this decision relate to our mission statement and philosophy?
- 3. What's the potential for legal problems if I vote yes? What if I vote no?
- . Does this decision affect:
  - a. The students and families we serve? How?
  - b. Lakeview Academy's staff? How?
  - c. The community? How?
  - d. The Board of Trustees itself? How?

Is the impact on any of these groups negative? If it is, will the decision benefit significantly more people than it will harm?

- 5. Have we voted on this matter before? If yes, why are we considering it again? How have the conditions changes?
- Do I have all the information I need to make a sound decision? What questions should I ask before making this decision?
- 7. If someone asked me to justify why I made this decision, can I explain my decision?



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### **April Directors Report**

#### 1. Please list activities and programs completed this month that support:

#### a) Global Ends policy

No new information at this time.

#### b) Language Arts and Mathematics Ends Policy

CRT testing is being conducted at LVA. I will be able to share school-wide scores in the June Board meeting.

#### c) Science, Arts, and Technology Ends policy

CRT testing is being conducted at LVA. I will be able to share school-wide scores in the June Board meeting. .

#### d) Enrollment Ends Policy

LVA has been approved by the State to move forward with our enrollment increases. Below is the latest enrollment report for this year and projections for next.

### e) Parent Satisfaction Ends Policy

Our climate results have been returned. Results will be shared with families, students and staff. These results will strengthen our school improvement plan.

#### 2. Please provide information and updates from the following departments:

- a) Business/finance/IT The 2012-2013 budget is prepared for proposal. An additional wireless router was installed in the MS science lab to better support our efforts to increase wireless devices for student use. This room was receiving limited access and is now fully covered.
- b) Facilities With spring here, we are spending time getting the grounds prepared and groomed. The school was properly prepared for our accreditation visit and we have no major repairs to report.

#### c) Special Education, Business reports, Accreditation –

The accreditation team awarded LVA with full accreditation status and gave us the highest approval possible. They identified the great improvements made this year, including our common management

plan of Love and Logic, use of technology in the classroom, responsiveness to school needs as pertaining to student learning and climate, an obvious common understanding of the school mission, and high levels of student excitement to be at LVA. They advised us to continue our training and implementation of Professional Learning Communities and to include more data (specifically about sub-groups) in our school profile. It was a very successful visit and a big ROAR for Lakeview Academy.

**d) Staff updates** – End of year evaluations will be conducted over the next few weeks.

#### 3. Toot your Horn!

- a) We are fully accredited!
- **b)** The State approved our charter amendment and student enrollment increase.
- c) We have had tremendous assemblies over the last month. Check out Facebook for photos. We are now close to 300 likes.

4. Lottery Report

Grade	Enrollment Count	Projected Enrollment	Sibling List	General Waitlist
K	68	76	0	137
1	76	75	14	71
2	98	100	0	35
3	97	100	0	31
4	100	100	8	36
5	99	100	1	19
6	100	100	1	20
7	71	100	0	8
8	61	75	0	0
9	37	50	0	0

Total 807

Spots Offered (round 3)
K-7
1-0
2-2
3-3
4-0
5-1
6-0
7-28
8-2
9-2



## **Board Reports**

As we wind down towards the end of the school year – things seem to have been ramped up for the board in terms of projects and timelines! This is a busy but exciting time to be a board member at Lakeview! During the last month I have been working with the board members on a number of projects. We received final approval from the State Board of Education for our expansion plan (YEAH!) I want to especially thank Joylin Lincoln who for many months diligently worked on the charter amendment and played a key role in the approval process at the State Board of Education meeting. We could not have done it without her insight and preparation! Big Lions ROAR! To you Joylin! ©

As we move forward with the expansion; I have worked with the board members in negotiating contracts for and engaging a Financial Advisor, a Bond servicing company as well as re-engaging our school's attorney. These companies will assist the school in the financial aspects of the bonding and construction process of our project. We are working towards developing and writing an RFP for the construction manager/design build firm that will work with us throughout the project.

I have been reading/studying the state school construction resource manual as well as researching the corresponding Utah building and procurement codes and reporting requirements that we(the board) need to be aware of and are responsible for as LVA heads into this project. I have also had several meetings with various individuals who are experts in the field (construction management, bonding, finance and architectural) and they have provided valuable insight and perspective on time-lines, logistics, bonding fees, construction project management specifics etc.

I continue to attend the Utah Association of Public Charter school meetings, assist Mr. Veasey and board members with various strategic planning items, HR items and facilitate communication regarding the other items that arise frequently. I have attended several school functions and events recently and continued to be impressed by the students as they demonstrate their abilities confidently. They definitely contribute to the environment and culture of the school for the better. I know we have a plethora of end of year activities and I am excited to attend as many as I can. This really is the best part of being a board member.

#### Tina Smith Board President

I have caught up on all board training and working on procedures for new board members. I continue to fulfill the responsibilities delegated.

#### Julie Anderegg

This month I spent time with the administration reviewing the proposed 2012-2013 budget that will be presented tonight during the public hearing.

#### Cory Thorson

I have been very busy this month working like usual on the Lakeview Academy records. I have meet with Tina Smith and several different people regarding the expansion project. I have also been assigned to the state RFP Committee that will be working on creating the FRP to engage a company to create the new CRT testing to support the new core.

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Joyli	n La	ncol	n

No Report submitted.

#### Alan Daniels

No Report submitted.

Justin Turner

## **March Financial Report**

		Year to Date	Budget	Year to Date Variance	March	February	January
	Revenue and Support						
	Local Revenue Sources						
1000	Local Revenue						
1500	Income- Interest Income	- \$ 787	\$ 4,000	- \$ (3,213)	- \$ 45	\$ 59	- \$ 76
1600	Food Services	72,781	75,500	(2.710)	6,965	13,868	8,486
1700	Student Activities & Fees	263		(2,719) 263	205	13,000	58
1700.A	Student Activities- Sch Program	203	-	203	203	-	36
1700.B	Student Activities - SAC	23,515	10,000	13,515	334	3,473	3,689
1700.C	Student Activities- Field Trips	3,021	10,000	(6,979)	1,384	-	-
	_	-	-	-	-	-	-
1700.D	Student Fees	9,128	4,000	5,128	_	95	_
1700.E	Student Government (Elem)	-,	,,	-,	4		
1700.F	Student Government (JH)	-	-	-	(25)	-	-
		1,903	-	1,903	103	623	207
1700.G	Student Government - Orphanage	81	_	81	_	30	19
1700.H	Library Fines						
1900	Other Revenue from Local Source	11	-	11	4	3	4
		91	-	91	-	40	51
1920	Private Contrib. & Donations	_	_	_	_	-	_

1920.A	Corporate Donation						
1920.B	Cash Donations	- 2,448	-	- 2,448	-	1,598	750
1930	Fundraising	,	F 000	ŕ	.75/	•	
1960	Income - Background Checks	17,040	5,000	12,040	6,756	47	1,371
		<u>1,579</u>	<u>1,000</u>	<u>579</u>	<u>60</u>	<u>178</u>	<u>256</u>
	Total Local Revenue	132,648	109,500	23,148	15,831	20,014	14,967
	State Revenue Sources						
3000	Income - State Revenue						
3005	Income - Regular Basic School Programs						
3010	Income - K-12 WPU	-	-	-	-	-	-
3020	Income - Professional Staff	1,361,106	1,814,808	(453,702)	151,234	151,234	151,234
		73,501	98,000	(24,499)	8,167	8,167	8,167
3100	Income - Special Education	-	-	-	-	-	-
3105	Income - SpEd Add-on	142,727	190,116	(47,389)	15,796	15,796	15,796
3110	Income - Special Ed Self-Contained	,					
3120	Income - SpEd - Extended Year	60	79	(19)	7	6	7
3155	Career And Tech Add On	2,872	2,343	529	195	1,562	-
		3,335	4,446	(1,111)	371	370	371
3200	Income - Other State Programs	-	-	-	-	-	-
3211	Income - Accelerated Learning	2,131	2,833	(702)	2,131		_
3215	Income - At-Risk Student Program					-	
		11,969	12,622	(653)	3,554	1,052	1,052

3218	Income - Homeless & Minority						
3230	Income - Class Size Reduction	-	-	-	-	-	-
3255	Income - Quality Teaching Block Grant	131,211	171,702	(40,491)	13,492	13,498	13,496
3260	Income - Local Discretionary Block	-	-	-	-	-	-
3270	Grant Income - Interventions for Student Succ.	-	-	-	-	-	-
3405	IncomeSoc Security & Retirem	-	-	-	-	-	-
3410	Income - Flexible Allocation	-	-	-	-	-	-
		18,256	24,344	(6,088)	2,028	2,027	2,029
3520	School LAND Trust Program	37,886	29,778	8,108	-	-	-
3700	Income - Miscellaneous State Revenues	_	_	_	_	_	_
3719	Income - Charter Local Replacement						
3725	Income - Charter School Administration	919,837	1,226,449	(306,612)	102,204	102,204	102,205
3770	Income - Lunch Program - Liquor Tax	54,525	72,700	(18,175)	6,058	6,059	24,184
3772	Income - Substance Abuse Prevention	11,616	19,201	(7,585)	1,953	1,893	3,058
		-	-	-	-	-	-
3799	Income - UPASS	1,350	1,799	(449)	150	150	150
3800	Income - Supplementals / Other Bills	,	,	, ,			
3805	Income - Reading Achievement	-	-	-	-	-	-
3810	Income - Library Books & Supplies	21,005	26,554	(5,549)	2,166	2,175	2,213
3868	Income - Teachers Materials & Supplies	447	603	(156)	45	50	50
		6,282	6,282	-	-	-	-
3876	Educator Salary Adjustment						

		139,486	183,819	(44,333)	14,778	14,778	14,778
3877	Income - One-Time Signing Bonuses						
3878	Income - Extended Year SpEd	- <u>1,299</u>	<u>1,115</u>	<u>184</u>	<u>-</u>	=	=
	<b>Total State Revenue</b>	2,940,901	3,889,593	(948,692)	324,329	321,021	338,790
	Federal Revenue Sources						
4000	Income - Federal Revenue						
4500	Income - Restricted Fed. Revenue - State	-	-	-	-	-	-
4524	Income - Federal IDEA	51,476	126,368	(74,892)	-	51,476	-
4571	Income - Federal School Lunch Program	10,068	12,750	(2,682)	1,693	1,641	2,650
4572	Income - Fed. Lunch Program - Free & Red	35,679	45,102	(9,423)	5,896	5,758	8,992
4574	Income - Federal Breakfast Reimbursement	7,386	9,991	(2,605)	1,242	1,221	1,775
4600	Income - Other Fed / State Restr. Source		_	_	_	_	_
4624	Income - Federal Facilities Grant						
4625	Income - Charter Schools Start-up Grant		_	_	_	_	
4661	Income - Income - Federal EduJobs - ARRA	_	_	_	_	_	_
4664	Federal ARRA IDEA						
4800	No Child Left Behind	13,004	106,500	(93,496)	-	-	-
4801	Income - Federal Title I	Ξ	=	=	=	=	Ξ
		-	-	-	-	-	-

4802	Income - Federal Tech Literacy						
4860	Income - Title II - Teacher Quality	=	<u>26,000</u>	<u>(26,000)</u>	=	=	=
	Total Federal Revenue	<u>117,613</u>	<u>326,711</u>	(209,098)	<u>8,831</u>	<u>60,096</u>	<u>13,417</u>
	Total Income	3,191,162	4,325,804	(1,134,642)	348,991	401,131	367,174
Expenses Salaries 100 100	Salaries & Wages						
100.22	Wages- Instructional Support	-	-	-	-	-	-
100.31	Wages- Food Service Personnel	84,468	107,000	(22,532)	8,917	9,417	8,917
121.24	Wages- Principals & Directors	33,878	47,460	(13,582)	4,293	5,194	1,952
131.10	Wages- Teachers	61,500	78,000	(16,500)	6,500	6,500	6,500
131.10a	Wages- Teachers- Special Ed	873,827	1,311,581	(437,754)	104,108	119,876	103,059
131.10b	Wages- Teachers- Merit Pay	47,482	75,433	(27,951)	5,474	5,844	5,228
132.10	Wages- Substitute Teacher	-	-	=	=	-	-
142.21	Wages - Guidance Personnel	28,656	32,000	(3,344)	6,140	2,929	1,791
		13,075	19,500	(6,425)	1,625	1,625	1,625
145.22	Wages- Licensed Library- Media	-	-	-	-	-	-
152.24	Wages - Admin Support Staff	39,110	58,360	(19,250)	4,083	4,083	4,083

161.10	Wages- Aide & Paraprofessionals	208,725	280,605	(71,880)	31,146	32,057	10 200
161.10a	Wages- SpEd Aide & Paraprofess						19,288
161.10b	Wages- Aide & Para- Merit Pay	29,160	36,177	(7,017)	4,591	4,188	2,482
162.22	Wages- Unlicensed Library-Media	-	-	-	-	-	-
180.26	Wages- Maintenance & Custodial	-	-	-	-	-	-
184.25	Wages- IT Services	<u>64,174</u>	<u>87,643</u>	(23,469)	<u>7,135</u>	<u>7,212</u>	<u>7,021</u>
104.23	wages- 11 Scivices	=	Ξ	=	=	=	Ξ
		1,484,055	2,133,759	(649,704)	184,012	198,925	161,946
	Benefits 200						
200	Employee Benefits	<b>4,</b> 550	_	4,550	4,550	_	
210	Retirement Programs		404 505			22.77	(4.462)
220	Social Security & Medicare Tax	80,820	121,725	(40,905)	9,112	22,776	(4,463)
240	Health Benefits	103,061	157,423	(54,362)	12,894	14,058	11,214
		161,312	297,369	(136,057)	18,772	25,121	10,328
200.280	Unemployment Insurance	7,090	21,436	(14,346)	1,011	1,286	1,026
200.291	Workers Compensation	<u>9,779</u>	<u>15,005</u>	(5,226)	<u>526</u>	=	<u>526</u>
	Total Benefits	366,612	612,958	(246,346)	46,865	63,241	18,631
	d Professional & Technical Services 300						
300	Purchased Prof. & Tech. Service	-	-	-	-	-	-

Other Professional Services						
Accounting & Auditing	12.250	15.000	(1.740)	-	-	-
Bank Fees	,			-		-
Legal Fees	1,168			138	126	56
Special Ed Services	-	1,000	(1,000)	-	-	-
Business Admin Services	45,744	60,000	(14,256)	12,116	7,454	8,295
Payroll Processing	56,000	84,000	(28,000)	7,000	7,000	7,000
	3,415	-	3,415	217	308	781
	43,843	42,000	1,843	3,076	5,742	3,076
Professional Development	<u>25,462</u>	<u>26,500</u>	(1,038)	Ξ	<u>637</u>	<u>5,169</u>
<b>Total Outside Services</b>						
	188,890	230,950	(42,060)	22,547	21,267	24,377
Purchased Property Services 400 Purchased Property Services						
Security Expense	404	2.502	(2,009)	-	104	-
Property Repairs & Maint.				-		-
Repairs & Maintenance - Equipment		,				62
Custodial Services	7,472	2,500	4,972	(597)	1,846	2,057
Lease- Rent Expense	-	-	-	-	-	-
Equipment & Storage Rental	26,864	33,580	(6,716)	3,358	3,358	3,358
	Accounting & Auditing  Bank Fees  Legal Fees  Special Ed Services  Business Admin Services  Payroll Processing  Information Technology Service  Professional Development  Total Outside Services  Purchased Property Services 400  Purchased Property Services  Security Expense  Property Repairs & Maint.  Repairs & Maintenance - Equipment	Accounting & Auditing  13,258  Bank Fees  1,168  Legal Fees  Special Ed Services  45,744  Business Admin Services  56,000  Payroll Processing  3,415  Information Technology Service  43,843  Professional Development  25,462  Total Outside Services  188,890  Purchased Property Services 400  Purchased Property Services  Security Expense  404  Property Repairs & Maint.  14,202  Repairs & Maintenance - Equipment  7,472  Custodial Services	Accounting & Auditing  Bank Fees  Legal Fees  Legal Fees  1,168 2,450  Legal Fees  - 1,000  Special Ed Services  45,744 60,000  Business Admin Services 56,000 84,000  Payroll Processing 3,415 Information Technology Service 43,843 42,000  Professional Development 25,462 26,500  Total Outside Services  Security Expense  Security Expense  404 2,502  Property Repairs & Maint.  Repairs & Maintenance - Equipment 7,472 2,500  Custodial Services	Accounting & Auditing  Bank Fees  1,168	Accounting & Auditing  Bank Fees  1,168	Accounting & Auditing  Bank Fees  1,168

400.410	Utilities Expense	<u>60,561</u>	<u>61,861</u>	(1,300)	<u>5,827</u>	<u>5,459</u>	<u>7,359</u>
	Total Outside Property Services	110,083	149,586	(39,503)	9,266	12,258	12,836
500	Other Purchased Services 500 Other Purchased Services						
500.10a	Travel - Field Trip Expenses	-	-	-	-	-	-
500.10b	Travel & Lodging - Teachers	6,031	7,500	(1,469)	1,343	2,662	780
500.24a	Travel & Lodging - Admin	-	-	-	-	-	-
500.24b	Mileage	=	-	-	-	-	-
500.24c	Insurance Expense	1,856	2,000	(144)	244	443	100
500.24d	Copier Expense	23,107	22,220	887	-	526	-
500.530	Communications Expense	2,453	5,520	(3,067)	250	620	250
530.24a	Telephone- Voice	-	-	-	-	-	-
530.24b	Internet Expense	3,407	5,400	(1,993)	-	410	426
530.24c	Postage & Mailing Expense	6,629	10,000	(3,371)	-	-	-
500.540	Advertising & Promotions	1,883	2,335	(452)	342	18	132
540.24a	Advertising- General	9	-	9	-	9	-
540.24b	Advertising- HR & Background Ck	1,204	2,100	(896)	868	120	216
340.24D	Auverusing- FIN & Dackground Ck	<u>1,852</u>	<u>150</u>	<u>1,702</u>	<u>189</u>	<u>266</u>	<u>50</u>

	<b>Total Other Outside Services</b>	48,431	57,225	(8,794)	3,236	5,074	1,954
600	Supplies 600 Supplies & Materials	24		21			
600.10	Supplies - Instruction	21	-	21	-	-	-
600.10b	Supplies- Classroom	30,132	- 48,750	(18,618)	- 2,467	2,028	- 4,799
600.10d	Supplies - Student Activities	20,047	10,000	10,047	329	10,477	2,829
600.10e	Supplies-Physical Education	-	1,000	(1,000)	-	-	-
600.21	Supplies-Medical/First Aid	135	2,000	(1,865)	23	-	-
600.22	Supplies - Testing Materials	1,389	1,500	(111)	-	-	-
600.24a	Supplies - Administration Supplies- Copier & Printer	4,669	8,000	(3,331)	529	307	190
600.26a	Supplies- Bldg & Prop Maint	9,909	14,000	(4,091)	2,246	1,356	480
600.26b	Supplies- Custodial Supplies	2,148	2,000	148	482	63	-
600.31	Lunch ProgramNon Food	9,317	24,000	(14,683)	519	564	-
630.31	Lunch Program- Food	1,512	1,500	12	38	-	251
641.10	Curriculum & Materials	75,104	66,000	9,104	12,301	9,820	11,723
641.10a	Curriculum & Materials- SPED	43,327 320	<b>45,</b> 000 <b>4,</b> 000	(1,673) (3,680)	1,835	2,144	2,424
644.22	Library Books & Supplies	2,943	3,000	(57)	130	425	-
650.24	Computer Software & Peripherals	,	,	( )			

		<u>511</u>	<u>5,000</u>	<u>(4,489)</u>	<u>125</u>	<u>386</u>	Ξ
	Total Supplies	201,484	235,750	(34,266)	21,024	27,570	22,696
	Property (Equipment) 700						
700	Property & Equipment	_	_	_	_	_	_
700.100	Temporary						
710.45	Land & Improvements	199	-	199	-	-	-
700 730		5,375	27,000	(21,625)	-	375	5,000
700.730	Equipment	-	-	-	-	-	-
730.10	Equipment- Instruction	35,044	33,000	2,044	(80)	188	252
730.23	Equipment Board				(00)	100	
730.24	Equipment - Administration	2,566	3,000	(434)	-	-	2,566
720.05		975	-	975	-	-	-
730.25	Equipment- Technology Hardware	35,895	43,000	(7,105)	1,096	124	-
730.26	Equipment - Facilities	<u>1,588</u>	21,000	(19,412)	<u>109</u>		
730.31	Equipment - Food	1,500	21,000	<u>(17,412)</u>	102	=	=
		=	=	=	=	=	=
	Total Equipment	81,642	127,000	(45,358)	1,125	687	7,818
Oth	ter Objects (Other Expenses) 800						
800	Debt Service & Miscellaneous						
800.24	Interest Expense	-	-	-	-	-	-
810.24	Dues & Fees	-	-	-	-	-	-
Lakeview Aca Supporting D	demy Bot Agenda May 3, 2012 ocuments				Pag	e <b>16</b> of <b>145</b>	

		5,048	6,500	(1,452)	-	-	-
830	Interest Expenses	510,095	506,216	3,879	_		253,108
840	Redemption of Principal						233,100
800.890	Other Expense	145,000	150,000	(5,000)	-	-	-
890.10a	Employee Motivation Expense	70	2,000	(1,930)	70	-	-
		3,974	8,000	(4,026)	55	45	-
890.10b	Student Motivation Expense	743	1,500	(757)	13	159	295
890.10c	Volunteer Motivation Expense		·	, ,			
890.10d	SAC Org Expense	-	-	-	-	-	-
890.24a	Meals- School Administration	5,305	10,000	(4,695)	1,543	47	-
		-	-	-	-	-	-
890.24b	License & Tax Expense	70	50	20	-	-	-
890.24c	Fundraising Expenses	5,681	2,500	3,181	2,850	1,560	
890.25	Board Expenses		2,500			1,500	-
890.5	Bond Fees & Expneses	4,150	-	4,150	115	-	-
	1	<u>2,777</u>	<u>2,000</u>	777	=	(1,325)	<u>2,725</u>
	Total Other Expenses						
		<u>682,913</u>	<u>688,766</u>	<u>(5,853)</u>	<u>4,646</u>	<u>486</u>	<u>256,128</u>
	Total Expenses						ф
	Total Expenses	<u>3,164,110</u>	4,235,994	(1,071,884)	<u>292,721</u>	<u>329,508</u>	<u>\$</u> 506,386
	Operating Income (Loss)						
	Speraning meonie (1900)	<u>27,052</u>	<u>89,810</u>	<u>(62,758)</u>	<u>56,270</u>	<u>71,623</u>	(139,212)

Other Income						
** NO ACCOUNTS IN THIS						
SECTION **	Ξ	Ξ	Ξ	Ξ	Ξ	=
Total Other Income						
	-	-	-	-	-	-
Other Expenses						
** NO ACCOUNTS IN THIS						
SECTION **	=	Ξ	=	Ξ	Ξ	=
<b>Total Other Expenses</b>						
	=	=	=	=	Ξ	=
Income (Loss) Before Income Taxes						
	27,052	89,810	(62,758)	56,270	71,623	(139,212)
Income Tax						
			=			
Net Income (Loss)	<u>\$</u> 27,052	<u>\$</u> 89,810	<u>\$</u> (62,758)	<u>\$</u> 56,270	<u>\$</u> 71,623	<u>\$</u> (139,212)

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## **Lakeview Academy** Reconciliation Summary 8110.01 · Cash in Checking, Period Ending 03/30/2012

	Mar 30, 12
Beginning Balance Cleared Transactions	563,780.00
Checks and Payments - 90 items Deposits and Credits - 10 items	-471,864.03 294,421.42
Total Cleared Transactions	-177,442.61
Cleared Balance	386,337.39
Uncleared Transactions Checks and Payments - 66 items Deposits and Credits - 2 items	-42,171.75 129.56
Total Uncleared Transactions	-42,042.19
Register Balance as of 03/30/2012	344,295.20
New Transactions Checks and Payments - 29 items Deposits and Credits - 3 items	-40,491.43 3,296.79
Total New Transactions	-37,194.64
Ending Balance	307,100.56

Lakeview Academy Balance Sheet	4:17 PM 04/20/2012		
As of March 31, 2012	04/20/2012 Accrual Basis		
AG 01 Maion 01, 2012	Mar 31, 12		
S			
ent Assets			
Checking/Savings			
8110 · Unrestricted Cash			
8110.01 · Cash in Checking	344,295.20		
8110.02 · Cash in Savings	201,976.52		
8111.00 · Petty Cash in Drawer	100.00		
Total 8110 · Unrestricted Cash	546,371.72		

8120 · Restricted Cash	
8120.02 · US Bank - BOND PRN FD	112,500.08
8120.03 · US Bank - BD INT FUND	126,554.31
8120.04 · US Bank - RESERVE FD	676,348.92
8120.05 - US Bank - TX INS ESC	116,481.81
8120.06 · US Bank - REP REPL FD	76,262.66
8120.07 · US Bank - EXP FUND	747.39
8120.08 · US Bank - Analyzed checking	584.72
Total 8120 - Restricted Cash	1,109,479.89
8120.04 · US Bank - RESERVE FD 8120.05 · US Bank - TX INS ESC 8120.06 · US Bank - REP REPL FD 8120.07 · US Bank - EXP FUND 8120.08 · US Bank - Analyzed checking	676,348.92 116,481.81 76,262.66 747.39 584.72

Total Checking/Savings	1,655,851.61

Other Current Assets	
12100 · Inventory Asset	392.70
8151 · Prepaid Insurance	24,280.26

0131 · Frepaid insurance	24,200.20
Total Other Current Assets	24,672.96

Total Current Assets	1,680,524.57

8200 · Fixed Assets	
8210.00 · Land	2,500.00
8220.00 · Buildings & Improvements	530,993.31
Total 8200 · Fixed Assets	533,493.31
Total Fixed Assets	533,493,31

Total Tixeu Assets	333,493.31

TOTAL ASSETS	2.214.017.88

**Fixed Assets** 

ASSETS

**Current Assets** 

#### LIABILITIES & EQUITY

#### Liabilities

#### **Current Liabilities**

Accounts Payable	
9510 · Accounts Payable	28,798.13
Total Accounts Payable	28,798.13
Credit Cards	
9511.00 · State Purchase Card	2,053.30
Total Credit Cards	2,053.30
Other Current Liabilities	
9540 · Accrued Salaries & Withholdings	
9540.08 · Accrued Garnishment Witholdings	-110.14
Total 9540 · Accrued Salaries & Withholdings	-110.14
9610 · Payroll Clearing	-4,246.75
Total Other Current Liabilities	-4,356.89
Total Current Liabilities	26,494.54
Total Liabilities	26,494.54
Equity	
9859 - Fund Balance	2,160,472.70
Net Income	27,050.64
Total Equity	2,187,523.34
TOTAL LIABILITIES & EQUITY	2,214,017.88

# Lakeview Academy Statement of Cash Flows

4:20 PM 04/20/2012

March 2012

	Mar 12
OPERATING ACTIVITIES	
Net Income	56,266.38
Adjustments to reconcile Net Income	
to net cash provided by operations:	
9510 · Accounts Payable	9,411.01
9511.00 · State Purchase Card	3,633.06
9540.08 · Accrued Garnishment Witholdings	-341.58
9610 · Payroll Clearing	-9,430.15
Net cash provided by Operating Activities	59,538.72
Net cash increase for period	59,538.72
Cash at beginning of period	1,596,312.89
Cash at end of period	1,655,851.61

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## **Lakeview Academy** Reconciliation Detail 8110.01 · Cash in Checking, Period Ending 03/30/2012

	Туре	Date Balance	Num Na	me	Cir Amount		
Pow:		Balance				EG2 7	90.00
Беді	nning Cleared Transpot	lianc				563,7	50.00
Bill Pmt -Check	Cleared Transact	110115 4712 2vments - 90	Diane Thurmond Items Barnes & Noble	X	-349.04	-349.04	
Bill Pmt -Check				X	-78.25	-427.29	
Bill Pmt -Check	2/2/2012	4710	Camber Grandstaff	X	-32.38	-459.67	
Bill Pmt -Check	2/8/2012	4748	Craig Cordero	X	-52.69	-512.36	
Check	2/15/2012	4784	Stephen B Elggren,	X	-786.70	-1,299.06	
Bill Pmt -Check	2/15/2012	4771	H-Wire	X	-524.08	-1,823.14	
Bill Pmt -Check	2/15/2012	4772	Junior Achievement	X	-300.00	-2,123.14	
Bill Pmt -Check Bill Pmt -Check	2/15/2012 2/15/2012	4779 4780	Shannon Wilkey Tina Smith-001	X	-73.60 -27.30	-2,196.74	
Bill Pmt -Check	2/13/2012	4801	Office Depot	x	-486.04	-2,224.04 -2,710.08	
Bill Pmt -Check	2/22/2012	4790	Brockbank Jr. High	X	-300.00	-3,010.08	
Bill Pmt -Check	2/22/2012	4792	Clark Planetarium	X	-228.00	-3,238.08	
Bill Pmt -Check	2/22/2012	4791	Certified Fire Protec	X	-225.00	-3,463.08	
Bill Pmt -Check	2/22/2012	4798	Liz Matthews	X	-175.09	-3,638.17	
Bill Pmt -Check	2/22/2012	4806	US School Supply	X	-96.55	-3,734.72	
Bill Pmt -Check	2/22/2012	4800	Mountain West Sec	X	-89.00	-3,823.72	
Bill Pmt -Check	2/22/2012	4804	Ruth Young	X	-49.35	-3,873.07	
Bill Pmt -Check	2/22/2012	4793	Crystal Nielson	X	-40.00	-3,913.07	
General Journal	2/29/2012	Feb P		X	-183,586.13	-187,499.20	
Bill Pmt -Check	2/29/2012	4821	UIEBT	Χ	-14,344.17	-201,843.37	
Check	2/29/2012	4823	State of Utah Dept	X	-9,697.63	-211,541.00	
Bill Pmt -Check	2/29/2012	4813	H-Wire	X	-2,666.00	-214,207.00	
Check	2/29/2012	4824	National Benefit Ser	X	-2,109.16	-216,316.16	
Bill Pmt -Check	2/29/2012	4809	C3 Charters	X	-780.00	-217,096.16	
Bill Pmt -Check	2/29/2012	4818	Meadow Gold	X	-738.66	-217,834.82	
Bill Pmt -Check	2/29/2012	4820	Spectrum Academy	X	-427.04	-218,261.86	
Bill Pmt -Check Bill Pmt -Check	2/29/2012 2/29/2012	4822 4812	Wilcomp Software DPS Bureau of Cri	X	-410.00 -290.50	-218,671.86	
Bill Pmt -Check	2/29/2012	4816	Kelli Boren	x	-133.02	-218,962.36 -219,095.38	
Bill Pmt -Check	2/29/2012	4819	Richard Veasey	X	-106.71	-219,202.09	
Bill Pmt -Check	2/29/2012	4810	Cinda Morris	X	-100.00	-219,302.09	
Bill Pmt -Check	2/29/2012	4808	Automated Busines	X	-93.60	-219,395.69	
Bill Pmt -Check	2/29/2012	4807	April C Thompson	X	-86.43	-219,482.12	
Bill Pmt -Check	2/29/2012	4817	Lisa Buffington	X	-34.28	-219,516.40	
Bill Pmt -Check	2/29/2012	4814	Jeff Cochran	X	-16.42	-219,532.82	
Bill Pmt -Check	2/29/2012	4811	Craig Cordero	X	-10.99	-219,543.81	
Check	3/1/2012	50169	Kimberly Thompson	X	-2,247.72	-221,791.53	
Check	3/1/2012	50172	Justin Moore	X	-1,465.88	-223,257.41	
Check	3/1/2012	50174	Catherine Tanner	X	-1,056.75	-224,314.16	
Check	3/1/2012	50171	Stacey Cornaby	X	-954.10	-225,268.26	
Check	3/1/2012	50173	Heidi Petersen	X	-909.89	-226,178.15	
Check	3/1/2012	50170	Debbie Andrus	X	-844.20	-227,022.35	
Check	3/1/2012	50175	Lisa Wilson	X	-813.41	-227,835.76	
Check	3/1/2012	50180	Nicole Taylor	X	-547.36	-228,383.12	
Check Check	3/1/2012 3/1/2012	50176 50179	Carmen Partridge Heather Fuller	X	-395.15 -99.32	-228,778.27	
Check	3/1/2012	50179	Carma Carrick	x	-99.32 -47.95	-228,877.59 -228,925.54	
Check	3/1/2012	4831	Holly Gibson	X	-41.94	-228,967.48	
Check	3/1/2012	50178	Shaeleen Clark	X	-32.38	-228,999.86	
Check	3/1/2012	50168	Janelle Wanless	X	-16.04	-229,015.90	
Check	3/1/2012	4826	Tina Smith-001	X	-4.99	-229,020.89	
Check	3/2/2012	4832	Carole Spencer	X	-395.52	-229,416.41	
Check	3/2/2012	4833	Edward Spencer	X	-329.94	-229,746.35	
Check	3/5/2012	4834	Carma Carrick	X	-51.90	-229,798.25	
Bill Pmt -Check	3/7/2012	4842	Educators Mutual-001	X	-34,638.50	-264,436.75	
Bill Pmt -Check	3/7/2012	4840	Charter Solutions	X	-7,115.00	-271,551.75	
Bill Pmt -Check	3/7/2012	4837	ABSI-Speech	X	-5,532.00	-277,083.75	
Bill Pmt -Check	3/7/2012	4838	Automated Busines	X	-497.20	-277,580.95	
Bill Pmt -Check	3/7/2012	4841	City of Saratoga Sp	X	-477.41	-278,058.36	
Check	3/7/2012	4850	Scholastic Inc.	X	-284.65	-278,343.01	
Bill Pmt -Check	3/7/2012	4843	Elizabeth Wyatt	X	-218.46	-278,561.47	
Bill Pmt -Check	3/7/2012	4847	Office Depot	X	-188.06	-278,749.53	
Bill Pmt -Check	3/7/2012	4845	IPMA Utah Chapter	X	-70.00	-278,819.53	
Bill Pmt Check A Bill Pmt -Check Supporting Docum	y Bot <b>3/7/2012</b> Ma	y 3 <b>,4844</b> 2	Greg Graves	X	-50.00	-278,869.53	
Bill Pmt -Check	9 3/H2012 11 11 11 11 11 11 11 11 11 11 11 11 1	4849	Tia White	X	-33.08	-278,902.61	F
-Fromms Bocan							Dono 1

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## **Lakeview Academy**

Reconciliation Detail 8110.01 · Cash in Checking, Period Ending 03/30/2012

Туре	Date	Num	Name	Clr	Amount	Balance	
Bill Pmt -Check	3/7/2012	4839	Becca Proper	X	-30.00	-278,932.61	
Bill Pmt -Check	3/7/2012	4848	Ruth Young	X	-22.24	-278,954.85	
Bill Pmt -Check	3/8/2012	4853	Nicholas & Company	X	-6,649.37	-285,604.22	
Bill Pmt -Check	3/8/2012	4852	Home Depot Supply	X	-343.58	-285,947.80	
Bill Pmt -Check	3/8/2012	4854	Waxie Sanitary Sup	X	-175.77	-286,123.57	
Bill Pmt -Check	3/14/2012	4857	Brighton Ski Resort	Χ	-7,938.00	-294,061.57	
Bill Pmt -Check	3/14/2012	4858	David Hatch	Χ	-759.98	-294,821.55	
Bill Pmt -Check	3/14/2012	4855	Allied Waste Servic	Χ	-603.10	-295,424.65	
Bill Pmt -Check	3/14/2012	4861	Kimball Property M	X	-505.00	-295,929.65	
Bill Pmt -Check	3/14/2012	4859	Delana Smith	Χ	-400.00	-296,329.65	
Bill Pmt -Check	3/14/2012	4856	Baron Books	Χ	-130.00	-296,459.65	
General Journal	3/20/2012	Mar P		X	-167,082.70	-463,542.35	
Bill Pmt -Check	3/21/2012	4866	AFLAC	X	-2,441.14	-465,983.49	
Bill Pmt -Check	3/21/2012	4875	Scholastic Book Fai	Х	-1,289.30	-467,272.79	
Check	3/21/2012	4863	Stephen B Elggren,	X	-900.36	-468,173.15	
Check	3/21/2012	4864	Quinn M. Kofford	X	-754.68	-468,927.83	
Bill Pmt -Check	3/21/2012	4873	Meadow Gold	X	-711.71	-469,639.54	
Bill Pmt -Check Bill Pmt -Check	3/21/2012 3/21/2012	4867 4874	Blackjack Pizza Office Depot	X X	-696.81 -649.97	-470,336.35 -470,986.32	
Check	3/21/2012	4865	Olice Depot OlsonShaner	X	-649.97 -80.94	-471,067.26	
Bill Pmt -Check	3/21/2012	4868	Crystal Nielson	x	-64.77	-471,132.03	
Bill Pmt -Check	3/21/2012	4876	School Nutrition As	X	-38.25	-471,170.28	
Bill Pmt -Check	3/28/2012	4898	Worker's Compens	X	-525.99	-471,696.27	
Bill Pmt -Check	3/28/2012	4886	Linda Nelson	X	-55.51	-471,751.78	
Check	3/30/2012			X	-112.25	-471,864.03	
Total Che	cks and Payments			_	-471,864.03	-471,864.03	
Deposits	and Credits - 10	items					
Deposit	2/27/2012			X	2,412.39	2,412.39	
Deposit	2/29/2012			X	2,082.20	4,494.59	
Deposit	3/2/2012			X	1,864.40	6,358.99	
Deposit	3/5/2012	1051	0:4: -4 04 0-	X	2,770.38	9,129.37	
Check	3/7/2012	4851	City of Saratoga Sp	X X	0.00	9,129.37	
Deposit Deposit	3/13/2012 3/22/2012			X	1,312.95 3,478.94	10,442.32 13,921.26	
Deposit	3/22/2012			x	4,840.13	18,761.39	
Deposit	3/29/2012			X	2,216.15	20,977.54	
Deposit	3/30/2012		US Bank	x	273,443.88	294,421.42	
Total Dep	osits and Credits			_	294,421.42	294,421.42	
Total Cleared	Transactions			_	-177,442.61	-177,442.61	
Cleared Balance					-177,442.61	386,337.39	
Uncleared T							
Checks a Check	and Payments - 66 3/17/2011	items 3946	Melodie Loveless		-28.92	-28.92	
Check	3/1//2011 4/1/2011	3251	Janette Wagner		-26.92 -79.82	-26.92 -108.74	
Check	4/1/2011	3921	Amanda Belliston		-74.40	-183.14	
Check	4/29/2011	1	SuzetteStockton		-441.33	-624.47	
Check	5/1/2011	4182	Amber Willis		-2.55	-627.02	
Check	6/1/2011	2295	SuzetteStockton		-229.33	-856.35	
Bill Pmt -Check	6/1/2011	4140	Utah State University		-40.00	-896.35	
Check	6/15/2011	4185	Shayla Stapley		-58.10	-954.45	
Check	6/30/2011	4157	Melodie Loveless		-2,008.69	-2,963.14	
Check	6/30/2011	4156	Alexai Burtelson		-553.08	-3,516.22	
Check	6/30/2011	50071	Nancy Mitton		-382.64	-3,898.86	
Bill Pmt -Check	10/6/2011	4389	Alexai Burtelson		-7.00	-3,905.86	
Bill Pmt -Check	11/16/2011	0000	Namifiers		-0.05	-3,905.91	
Bill Pmt -Check Check	12/1/2011 12/1/2011	4531 4504	Richard Veasey Linnea Brailsford		-150.94 -117.46	-4,056.85 -4,174.31	
Bill Pmt -Check	2/2/2012	4504 4717	Jenna Torgersen		-117.46 -18.82	-4,174.31 -4,193.13	
Bill Pmt -Check	2/8/2012	4717 4758	Megan Ettinger		-18.48	-4,193.13 -4,221.61	
Bill Pmt -Check	2/15/2012	4767	Brockbank Jr. High		-100.00	-4,321.61	
Check	2/29/2012	4825	Linnea Brailsford		-28.00	-4,349.61	
Lakeview Acallant Bohagend		4815	Joy Larsen		-19.02	-4,368.63	
Supporting Documents	3/1/2012	4829	Justin Turner		-4.99	-4,373.62	Page 24 of
145 Check	3/1/2012	4830	Alan Daniels		-4.99	-4,378.61	1 age 27 01
							Page 2

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# Lakeview Academy Reconciliation Detail 8110.01 · Cash in Checking, Period Ending 03/30/2012

Туре	Date	Num	Name	Clr	Amount	Balance
Check	3/1/2012	4827	Julie Anderegg		-4.99	-4,383.60
Check	3/1/2012	4828	Cory Thorson		-4.99	-4,388.59
Check	3/5/2012	4836	Amanda Stafford		-124.55	-4,513.14
Bill Pmt -Check	3/7/2012	4846	Joylin Lincoln		-115.26	-4,628.40
Bill Pmt -Check	3/14/2012	4860	Division Of Wildlife		-300.00	-4,928.40
Bill Pmt -Check	3/14/2012	4862	Liz Matthews		-5.50	-4,933.90
Bill Pmt -Check	3/21/2012	4870	DPS Bureau of Cri		-188.50	-5,122.40
Bill Pmt -Check	3/21/2012	4872	Liz Matthews		-107.41	-5,229.81
Bill Pmt -Check	3/21/2012	4877	Troy Gustafson		-48.78	-5,278.59
Bill Pmt -Check	3/21/2012	4869	Dodi Weiler		-42.82	-5,321.41
Bill Pmt -Check	3/21/2012	4871	James Fillmore		-9.99	-5,331.40
Bill Pmt -Check	3/28/2012	4883	Charter Solutions		-7,000.00	-12,331.40
Bill Pmt -Check	3/28/2012	4899	State of Utah Dept		-4,905.61	-17,237.01
Bill Pmt -Check	3/28/2012	4888	M Space Holdings L		-3,358.00	-20,595.01
Bill Pmt -Check	3/28/2012	4893	Rocky Mountain Po		-2,963.72	-23,558.73
Bill Pmt -Check	3/28/2012	4892	Questar Gas Comp		-1,777.24	-25,335.97
Bill Pmt -Check	3/28/2012	4885	Jostens		-1,560.00	-26,895.97
Bill Pmt -Check	3/28/2012	4884			-1,340.95	-28,236.92
Bill Pmt -Check	3/28/2012	4881	C3 Charters		-942.50	-29,179.42
Bill Pmt -Check	3/28/2012	4882	Center for the Scho		-858.00	-30,037.42
Bill Pmt -Check	3/28/2012	4894	Spectrum Academy		-761.91	-30,799.33
Bill Pmt -Check Bill Pmt -Check	3/28/2012	4889 4897	Meadow Gold		-492.75	-31,292.08
	3/28/2012		Wilcomp Software		-410.00	-31,702.08
Bill Pmt -Check Bill Pmt -Check	3/28/2012	4900 4879	Office Depot Ashley Hintze		-310.68	-32,012.76
Bill Pmt -Check	3/28/2012 3/28/2012	4879	Blackjack Pizza		-288.04 -273.55	-32,300.80 -32,574.35
Bill Pmt -Check	3/28/2012	4891	Natural History Mus		-200.00	-32,774.35
Bill Pmt -Check	3/28/2012	4895	This is the Place		-200.00	-32,974.35
Bill Pmt -Check	3/28/2012	4878	Alpine School Distri		-130.00	-32,974.35
Bill Pmt -Check	3/28/2012	4896	Tia White		-28.40	-33,132.75
Bill Pmt -Check	3/28/2012	4887	Linnea Brailsford		-25.15	-33,157.90
Bill Pmt -Check	3/28/2012	4890	Megan Ettinger		-9.50	-33,167.40
Check	3/30/2012	50181	Kimberly Thompson		-1,828.52	-34,995.92
Check	3/30/2012	50184	Justin Moore		-1,378.83	-36,374.75
Check	3/30/2012	50186	Catherine Tanner		-965.32	-37,340.07
Check	3/30/2012	50192	Nicole Taylor		-910.82	-38,250.89
Check	3/30/2012	50183	Stacey Cornaby		-886.71	-39,137.60
Check	3/30/2012	50185	Heidi Petersen		-845.33	-39,982.93
Check	3/30/2012	50187	Lisa Wilson		-763.73	-40,746.66
Check	3/30/2012	50182	Debbie Andrus		-736.78	-41,483.44
Check	3/30/2012	50188	Carmen Partridge		-321.65	-41,805.09
Check	3/30/2012	50190	Heather Fuller		-189.30	-41,994.39
Check	3/30/2012	50189	Carma Carrick		-122.15	-42,116.54
Check	3/30/2012	50191	Amanda Stafford		-55.21	-42,171.75
Total Che	cks and Payment	s		=	-42,171.75	-42,171.75
Deposits	and Credits - 2	items				
Sales Receipt	4/29/2011	RWE	Z-Customer		12.10	12.10
Deposit	12/1/2011		_ Guotoo.		117.46	129.56
•	osits and Credits			=	129.56	129.56
·	red Transactions			=	-42,042.19	-42,042.19
				-	<del></del>	
Register Balance as	s or 03/30/2012				-219,484.80	344,295.20

Page 3

9:58 AM 04/12/12

# Lakeview Academy Reconciliation Detail

## Reconciliation Detail 8110.01 · Cash in Checking, Period Ending 03/30/2012

	уре	Date	Num	Name	Clr	Amount	Balance
Ne	w Transac	ctions				_	
	Checks a	nd Payments - 2	9 items				
Check		4/2/2012	4902	Heather Fuller		-805.69	-805.69
Check		4/2/2012	4901	Bonnie Taylor		-237.76	-1,043.45
Bill Pmt -	Check	4/4/2012	4919	UIEBT		-12,997.94	-14,041.39
Bill Pmt -	Check	4/4/2012	4903	ABSI-Speech		-5,519.00	-19,560.39
Bill Pmt -	Check	4/4/2012	4910	H-Wire		-2,666.00	-22,226.39
Bill Pmt -	Check	4/4/2012	4915	National Benefit Ser		-2,109.16	-24,335.55
Check		4/4/2012	4921	Mojo Printing		-1,664.80	-26,000.35
Bill Pmt -	Check	4/4/2012	4920	Meadow Gold		-817.51	-26,817.86
Bill Pmt -	Check	4/4/2012	4904	Allied Waste Servic		-608.31	-27,426.17
Bill Pmt -	Check	4/4/2012	4907	Blackjack Pizza		-351.40	-27,777.57
Bill Pmt -	Check	4/4/2012	4906	Becca Proper		-333.32	-28,110.89
Bill Pmt -	Check	4/4/2012	4916	Office Depot		-295.84	-28,406.73
Bill Pmt -	Check	4/4/2012	4918	Spectrum Academy		-283.46	-28,690.19
Bill Pmt -	Check	4/4/2012	4914	Monster Pest Control		-200.00	-28,890.19
Bill Pmt -	Check	4/4/2012	4908	Dodi Weiler		-135.86	-29,026.05
Bill Pmt -	Check	4/4/2012	4905	April C Thompson		-115.56	-29,141.61
Bill Pmt -	Check	4/4/2012	4917	School Nutrition As		-70.00	-29,211.61
Bill Pmt -	Check	4/4/2012	4909	Emily Cannon		-41.31	-29,252.92
Bill Pmt -	Check	4/4/2012	4911	J.L. Coalwell		-15.00	-29,267.92
Bill Pmt -	Check	4/4/2012	4913	Julie Anderegg.		-8.24	-29,276.16
Bill Pmt -	Check	4/4/2012	4912	Jill Rue		-6.50	-29,282.66
Bill Pmt -	Check	4/5/2012	4934	Nicholas & Company		-10,122.32	-39,404.98
Bill Pmt -	Check	4/5/2012	4931	City of Saratoga Sp		-522.06	-39,927.04
Bill Pmt -	Check	4/5/2012	4928	Automated Busines		-250.00	-40,177.04
Bill Pmt -	Check	4/5/2012	4935	Pitney Bowes		-132.00	-40,309.04
Check		4/5/2012	4930	Spencer Hansen		-107.10	-40,416.14
Check		4/5/2012	4929	John Childs		-39.78	-40,455.92
Bill Pmt -	Check	4/5/2012	4933	Megan Ettinger		-25.99	-40,481.91
Bill Pmt -	Check	4/5/2012	4932	Laralee Ireland-001		-9.52	-40,491.43
	Total Ched	cks and Paymen	ts			-40,491.43	-40,491.43
	Deposits	and Credits - 3	items				
Deposit		4/3/2012				1,384.70	1,384.70
Deposit		4/6/2012				1,726.09	3,110.79
Deposit		4/11/2012				186.00	3,296.79
	Total Depo	osits and Credits			_	3,296.79	3,296.79
Tct	tal New Tra	ansactions				-37,194.64	-37,194.64
Ending	alance					-256,679.44	307,100.56





Status Report

## Lakeview Academy K-6

Saratoga Springs, UT April 19, 2012



Signal Analysis Legend



**Exemplary** 



Superior

**Typical** 

**Opportunity to Improve** 

The table presented below summarizes global domains by audience; the second page of this report is a breakdown for each domain by item; the third is a disaggregation by item for home language, family mobility, student gender, and student ethnicity; and the last page summarizes demographic data, school priorities, and neighborhood risk.

Indicators of School Quality	Parent	Teacher	Student	Staff
Parent Support				
Teacher Excellence				
Student Commitment				
School Leadership				



Instructional Quality		
Resource Management		
School Safety		

Indicators of School Quality	Parent	Teacher	Student	Staff
Status Report				
Parent Support				
Parents support their child's education				
Parents know what happens at school				
Enough parents participate at parent/teacher conferences				
Parents support extracurricular activities				
Teacher Excellence				
Teachers are knowledgeable about the subjects they teach				
Teachers care about students as individuals				
Teachers promote good behavior in their classrooms				
Teachers are well organized				
Teachers enjoy teaching				
Student Commitment				
Students are well behaved				
Enough students participate in extracurricular activities				$\sim$
Students enjoy learning				$\sim$
Students have pride in their school				$\sim$
School Leadership				·
Administration is accessible to parents, students, and staff				
Administration promotes quality education				
Administration is well organized				
Administration promotes good behavior at the school				
Administration has high expectations for all students				
Instructional Quality				
This school prepares students for adult life				
This school provides a quality education				
Instruction at this school is innovative				
Instruction at this school challenges students				
Resource Management				
Staff has access to enough ongoing training				
Counselors are accessible to students				>
Students have adequate computer access				
The school has quality textbooks and instructional materials			$\geq$	
Students have enough extracurricular opportunities				$\geq$
School Safety				
Students and staff feel safe at school				
Students feel safe traveling to and from school				
akeview Academy Bot Agenda May 3, 2012				
apporting Documents Page 30 of 145				

The school is clean and in good repair		
The school grounds and hallways are well supervised		

Indicators of School Quality	Parent	Parent	Student	Studen
Disaggregated Data	English Yes/No	Moved Yes/No	Boy / Girl	White Yes/No
Parent Support				
Parents support their child's education				
Parents know what happens at school				
Enough parents participate at parent/teacher conferences				
Parents support extracurricular activities		$\widecheck{\bigcirc}$		
Teacher Excellence				
Teachers are knowledgeable about the subjects they teach				
Teachers care about students as individuals				
Teachers promote good behavior in their classrooms				
Teachers are well organized				
Teachers enjoy teaching				
Student Commitment				
Students are well behaved				
Enough students participate in extracurricular activities		$\overline{0}$		
Students enjoy learning		ŎŎ		
Students have pride in their school				
School Leadership				
Administration is accessible to parents, students, and staff				
Administration promotes quality education				
Administration is well organized				
Administration promotes good behavior at the school				
Administration has high expectations for all students				
Instructional Quality				
This school prepares students for adult life				
This school provides a quality education				
Instruction at this school is innovative			-	
Instruction at this school challenges students				
Resource Management				
Staff has access to enough ongoing training				
Counselors are accessible to students	$\sim$	$\bigcirc$		
Students have adequate computer access		$\overline{\alpha}$		
The school has quality textbooks and instructional materials				
Students have enough extracurricular opportunities		Ŏ		
School Safety				
Students and staff feel safe at school				
Students feel safe traveling to and from school		<b>35</b>		
keview Academy Bot Agenda May 3, 2012		<b>T</b>		
pporting Documents				

The school is clean and in good repair		
The school grounds and hallways are well supervised		

Indicators of School Quality: Demographics, Risk, and School Priorities					
Demogra <u>phics</u>	Parent	Teacher	Student	Staff	
Number of Respondents & Adequacy of Sam <u>ples</u> - Good - Fair - P <u>oor</u>	145	24	432	37	
Grades (%)					
Kindergarten	32	14			
1st Grade	18	29			
2nd Grade	18	19	17		
3rd Grade	29	33	22		
4th Grade	24	29	22		
5th Grade	32	24	23		
6th Grade	20	24	16		
Child Ethnicity (%)					
African American	1		4		
American Indian	0		4		
Asian/Pacific Islander	2		1		
Hispanic	8		7		
White (Caucasian)	93		74		
Other Ethnicity	1		12		
Child Gender (% Male)			52		
Neighborhood Risk (%)	Over	all Neighbor	hood Risk is	s Low	
Economic Status	100	All number	rs are perce	ntages.	
Community Affiliation	91	by looking	at the return	ned	
Family Bonding	92	by looking at the retained			
Neighborhood Stability	92	of factors that support higher academic achievement scores			
Academic Status	100				
Home Language	97	below 80 in highlighted	ndicate risk I in red.	and are	
Peer Associations	100				
School Priorities (ranked by %)	Parent	Teacher	These num		
1 - Focus on academic achievement	78	64	represent the percent of parents believing that school function is one of the		
2 - Accommodate individual differences	45	68			
3 - Provide a safe environment	54	45 most important			
4 - Treat all students with respect	35	45	attributes of a quality		

5 - Involve families meaningfully	21	41	school, or the percent of teachers
6 - Provide breadth in learning experiences	40	9	believing that school
7 - Promote good citizenship	20	18	function is something this school does
8 - Develop community involvement	5		best. Rank is



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## Lakeview Academy K-6

Saratoga Springs, UT April 19, 2012

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INDICATORS OF SCHOOL QUALITY

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		2	5	

Normative Re

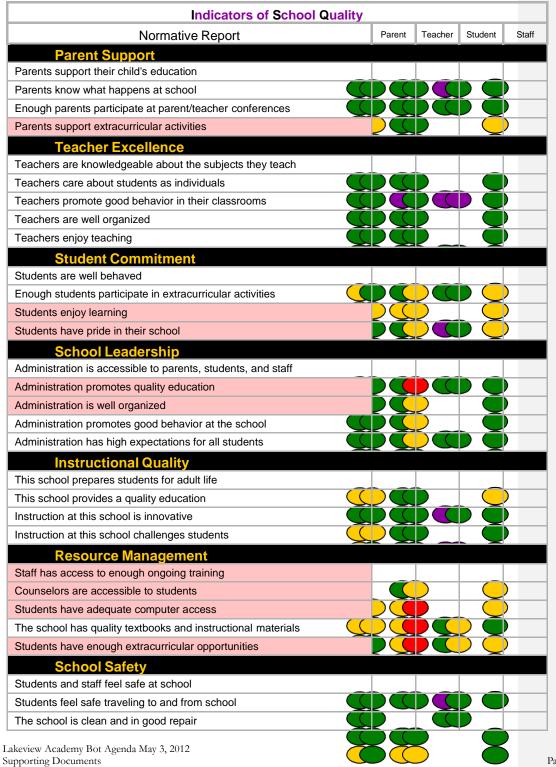
## Signal Analysis Legend

Exemplary	<b>Exemplary</b>
Superior	Above Norm
Typical	At Norm
Opportunity to Improve	Below Norm

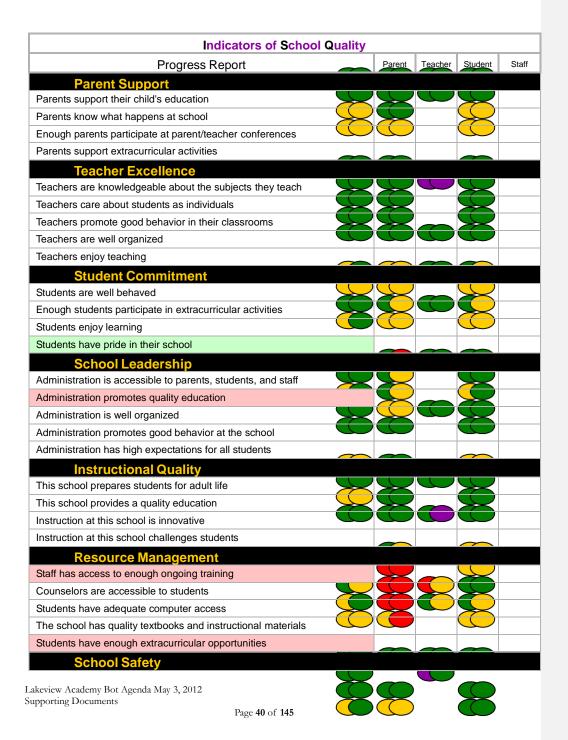
The table presented below summarizes global domains by audience for ISQ school data and normative data. The school data are summarized by the top signal, and a colored text box represents positive (green or purple) or negative (red) difference from the norm. The reverse side of this report is a breakdown for each domain by item. Staff responses are not normed as that audience is too often inadequately sampled.

Indicators of School Quality	Parent	Teacher	Student	Staff
Parent Support				
Teacher Excellence				
Student Commitment				
School Leadership				
Instructional Quality				
Resource Management				
School Safety				

**UtahState**UNIVERSITY



The school grounds and hallways are well supervised CENTER FOR THE SCHOOL OF THE FUTURE Lakeview Academy K-Saratoga Springs, April 19, 2012 ignal Analysis Legend **Exemplary Improvement** rogress Report **Superior Progress** Typical No Change **Opportunity to Improve** Regress The table presented below summarizes global domains by audience for the last two times ISQ was used by the school. The more recent data are summarized by the top signal, and a colored text box represents positive (green or purple) or negative (red) change for that domain, item, or audience. The reverse side of this report is a breakdown for each domain by item. **Indicators of School Quality Parent Support Teacher Excellence Student Commitment School Leadership Instructional Quality Resource Management** 



CENTER FOR THE SCHOOL OF THE FUTURE		
Students and staff feel safe at school		
Students feel safe traveling to and from school		
The School is clean and in good repair		
The school grounds and hallways are well supervised		



Behavior Support



# Lakeview Academy K-6

Saratoga Springs, UT April 19, 2012





**Exemplary** 

Superior

**Typical** 

**Opportunity to Improve** 

The table presented below summarizes behavior support domains for the two audiences who saw relevant items. The teacher data was taken from items that surveyed both the working environment of the school and the degree to which teachers and administrators model appropriate behavior for students. The student data was taken from items that surveyed the degree to which the school supports acceptable behavior in the classroom and in school common areas.

Indicators of School Quality	Parent	Teacher	Student
Clear Expectations			
Trusting Relationships			
Building Social Skills			
Building Academic Skills			



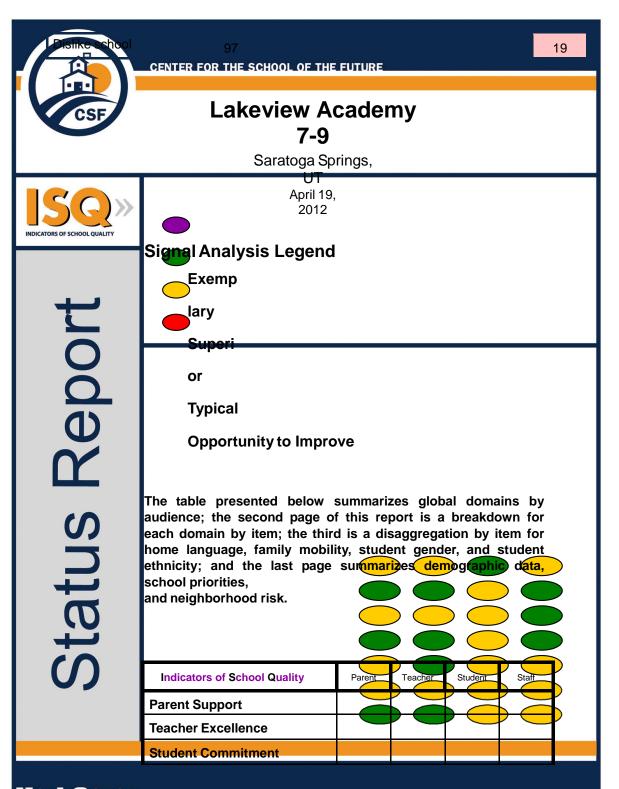
Rewards & Recognition			
Percent All Elements	76	13	46

The table below shows student data disaggregated by ethnicity, gender, and four risk conditions: those reporting less than optimal parent support, those who admit to misbehavior, those who feel unsafe at school, and those who claim to dislike school altogether. The first column provides the number of student respondents who met the criteria of that row. The next five columns provide the signal analysis for each of the elements of effective behavior support using the same legend as the front page of this report. Notice that the top line below matches the far column seen on the front page.

The last column provides the percentage of student respondents that report the presence of ALL the elements of effective behavior support. This number is highly predictive of many student outcomes. Percentages that drop below 40 (shaded in light red) predict poorer than typical academic and social performance from students. Percentages above 50 (shaded in light green) and above 60 (shaded in light purple) predict higher than typical academic and social performance from students.

	Number of Students	Clear Expectations	Trusting Relationships	Building Social Skills	Building Academic Skills	Rewards & Recognition	Percent All Elements
All Students	432						46
		Ethi	nicity				
African American	16						46
American Indian	18						27
Asian Pacific Islander	5 (						-
Hispanic	29						32
White	301						48
		Ge	nder				
Male	206						40
Female	189						52
П		lss	sues				
Weak home support	92						34
Misbehave	139						24
Feel unsafe	118						22
Lakeview Academy Bot Agenda May 3 Supporting Documents	, 2012						]

age **43** of **145** 



School Leadership		
Instructional Quality		
Resource Management		
School Safety		

Indicators of School Quality	Parent	Teacher	Student	Staff
Status Report				
Parent Support				
Parents support their child's education				
Parents know what happens at school				
Enough parents participate at parent/teacher conferences				
Parents support extracurricular activities				
Teacher Excellence				
Teachers are knowledgeable about the subjects they teach				
Teachers care about students as individuals				
Teachers promote good behavior in their classrooms				
Teachers are well organized				
Teachers enjoy teaching				
Student Commitment				
Students are well behaved				
Enough students participate in extracurricular activities				
Students enjoy learning				
Students have pride in their school				
School Leadership				
Administration is accessible to parents, students, and staff				
Administration promotes quality education				
Administration is well organized				
Administration promotes good behavior at the school				
Administration has high expectations for all students			$\sim$	
Instructional Quality				
This school prepares students for adult life				
This school provides a quality education			$\sim$	
Instruction at this school is innovative				
Instruction at this school challenges students				
Resource Management				
Staff has access to enough ongoing training				
Counselors are accessible to students				$\succ$
Students have adequate computer access				
The school has quality textbooks and instructional materials			$\overline{}$	
Students have enough extracurricular opportunities				$\sim$
School Safety				
Students and staff feel safe at school				
Students feel safe traveling to and from school				
keview Academy Bot Agenda May 3, 2012				
pporting Documents Page <b>46</b> of <b>145</b>				

The school is clean and in good repair		
The school grounds and hallways are well supervised		

Indicators of School Quality	Parent	Parent	Student	Studer
Disaggregated Data	English Yes/No	Moved Yes/No	Boy / Girl	White Yes/N
Parent Support				
Parents support their child's education				
Parents know what happens at school				
Enough parents participate at parent/teacher conferences				
Parents support extracurricular activities		$\widetilde{\bigcirc}$		$\bigcap$
Teacher Excellence				
Teachers are knowledgeable about the subjects they teach				
Teachers care about students as individuals				$\bigcap$
Teachers promote good behavior in their classrooms				
Teachers are well organized				~
Teachers enjoy teaching			$\bigcirc$	$\bigcap$
Student Commitment				
Students are well behaved				
Enough students participate in extracurricular activities		$\overline{}$	<b>**</b>	
Students enjoy learning				7
Students have pride in their school		$\sim$		
School Leadership	1	( A )		\ A
Administration is accessible to parents, students, and staff				$\overline{\mathbf{C}}$
Administration promotes quality education				
Administration is well organized				
Administration promotes good behavior at the school				
Administration has high expectations for all students				
Instructional Quality				
This school prepares students for adult life				
This school provides a quality education				$\sim$
Instruction at this school is innovative			-	$\sim$
Instruction at this school challenges students				
Resource Management				
Staff has access to enough ongoing training				
Counselors are accessible to students	$\sim$	$\sim$		$\sim$
Students have adequate computer access			<b>*</b>	$\Rightarrow$
The school has quality textbooks and instructional materials			7	
Students have enough extracurricular opportunities				
School Safety				
Students and staff feel safe at school				$\sim$
Students feel safe traveling to and from school		33	**	
keview Academy Bot Agenda May 3, 2012		<b>T</b>		
pporting Documents	$\longrightarrow$		$\Rightarrow$	$\rightarrow$

The school is clean and in good repair		
The school grounds and hallways are well supervised		

Indicators of School Quality: Demographics, Risk, and School Priorities							
Demographics	Parent	Teacher	Student	Staff			
Number of Respondents & Adequacy of Samples - Good - Fair - Poor	48	14	111	14			
drades (%)							
7th Grade	61	91	46				
8th Grade	35	100	35				
9th Grade	13	91	18				
Child Ethnicity (%)							
African American	2		1				
American Indian	0		2				
Asian/Pacific Islander	5		5				
Hispanic	7		7				
White (Caucasian)	95		83				
Other Ethnicity	0		8				
Child Gender (% Male)			53				
Neighborhood Risk (%)	Overa	all Neighborh	ood Risk is Lo	OW			
Economic Status	100		are percent				
Community Affiliation	96		n be deter the returned				
Family Bonding	96	Percentage indicate the	s at or a e presence	above 80			
Neighborhood Stability	93	that supp	ort <sup>°</sup> higher	academic			
Academic Status	100	Percentage	nt scores for t s below 80 ir	ndicate risk			
Home Language	98	and are high	nlighted in red	d.			
Peer Associations	100						
School Priorities (ranked by %)	Parent	Teacher		numbers			
1 - Focus on academic achievement	75	69	represent percent of p	the parents			
2 - Provide a safe environment	45	62	believing t function is				
3 - Accommodate individual differences	53	31	most	important			
4 - Treat all students with respect	33	46	attributes of school, or the	ne i			
5 - Promote good citizenship	13	54	percent of t				
6 - Involve families meaningfully	23	31	function is	something			
7 - Provide breadth in learning experiences	45	0	this school of best. Rar	nk is			
8 - Develop community involvement	3	8	average of l	ooth.			



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Saratoga Springs, UT April 19,



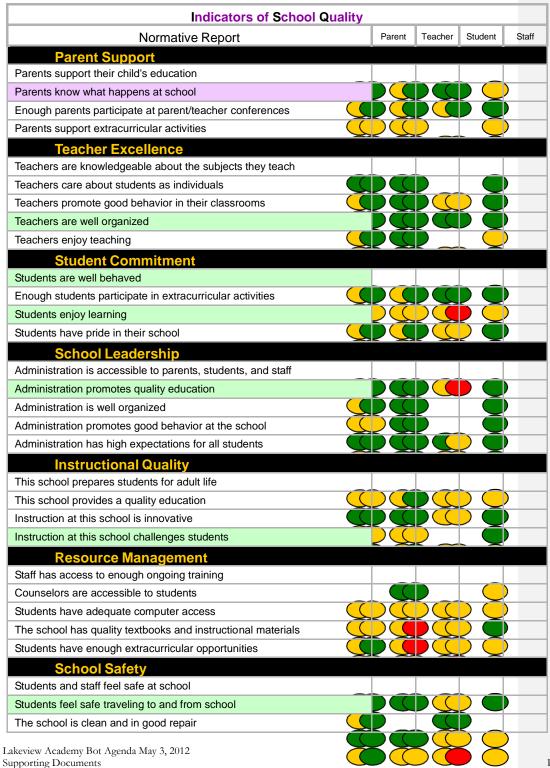
**Normative Report** 

# Signal Analysis Legend Exemplary Superior Typical Opportunity to Improve Signal Analysis Legend Exemplary Above Norm At Norm Below Norm

The table presented below summarizes global domains by audience for ISQ school data and normative data. The school data are summarized by the top signal, and a colored text box represents positive (green or purple) or negative (red) difference from the norm. The reverse side of this report is a breakdown for each domain by item. Staff responses are not normed as that audience is too often inadequately sampled.

Indicators of School Quality	Parent	Teacher	Student	Staff
Parent Support				
Teacher Excellence				
Student Commitment				
School Leadership				
Instructional Quality				)(
Resource Management				)(
School Safety				

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The school grounds and hallways are well supervised			



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Saratoga Springs, UT April 19, 2012

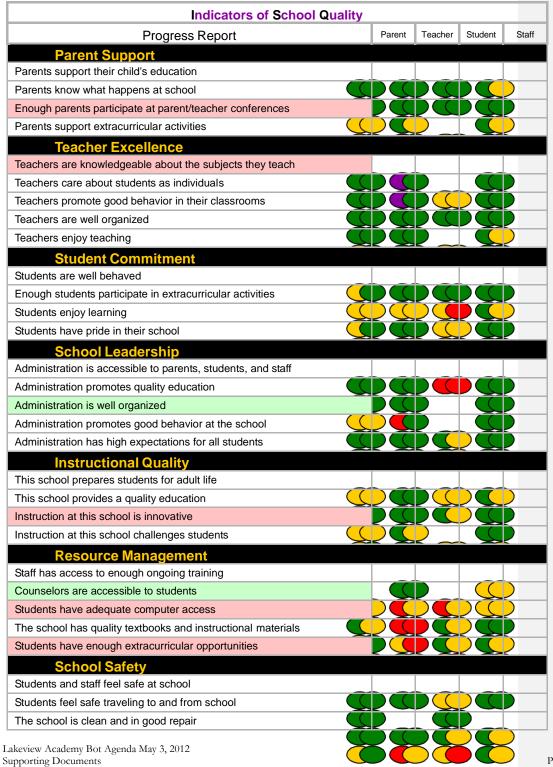


# Progress Report

Sign	al Analysis Legend	
	Exemplary	Improvement
	Superior	Progress
	Typical	No Change
	Opportunity to Improve	Regress

The table presented below summarizes global domains by audience for the last two times ISQ was used by the school. The more recent data are summarized by the top signal, and a colored text box represents positive (green or purple) or negative (red) change for that domain, item, or audience. The reverse side of this report is a breakdown for each domain by item.

Indicators of School Quality	Parent	Teacher	Student	Staff
Parent Support				
Teacher Excellence			)(	
Student Commitment				
School Leadership		)(		
Instructional Quality				
Resource Management				
School Safety				



The school grounds and hallways are well supervised			



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7-9

Saratoga Springs, UT April 19, 2012



**Behavior Support** 

# Signal Analysis Legend

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Superi

or

**Typica** 

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**Opportunity to Improve** 

The table presented below summarizes behavior support domains for the two audiences who saw relevant items. The teacher data was taken from items that surveyed both the working environment of the school and the degree to which teachers and administrators model appropriate behavior for students. The student data was taken from items that surveyed the degree to which the school supports acceptable behavior in the classroom and in school common areas.

Indicators of School Quality	Parent	Teacher	Student
Clear Expectations			
Trusting Relationships			
Building Social Skills			



Building Academic Skills			
Rewards & Recognition			
Percent All Elements	80	19	33

The table below shows student data disaggregated by ethnicity, gender, and four risk conditions: those reporting less than optimal parent support, those who admit to misbehavior, those who feel unsafe at school, and those who claim to dislike school altogether. The first column provides the number of student respondents who met the criteria of that row. The next five columns provide the signal analysis for each of the elements of effective behavior support using the same legend as the front page of this report. Notice that the top line below matches the far column seen on the front page.

The last column provides the percentage of student respondents that report the presence of ALL the elements of effective behavior support. This number is highly predictive of many student outcomes. Percentages that drop below 30 (shaded in light red) predict poorer than typical academic and social performance from students. Percentages above 40 (shaded in light green) and above 50 (shaded in light purple) predict higher than typical academic and social performance from students.

	Number of Students	Clear Expectations	Trusting Relationships	Building Social Skills	Building Academic Skills	Rewards & Recognition	Percent All Elements
All Students	111						33
		Eth	nicity				
African American	1						-
American Indian	2 (						
Asian Pacific Islander	5 (					$\mathcal{K}$	-
Hispanic	7 (					$\mathcal{K}$	-
White	86					)(	31
		Ge	nder				
Male	52						31
Female	47						38
		lss	sues				
Weak home support	13						8
Misbehave	20						17
Feel unsafe	32						13
Dislike school	30						14

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Lakeview Academy Bot Agenda May 3, 2012
Supporting Documents



### Improve Student Learning

Lakeview Academy will improve students' learning by establishing high standards, challenging all students to reach their potential, and providing the support students need to succeed. Research shows that students are more likely to succeed when they feel connected to school. School connectedness refers to an academic environment in which students believe that adults in the school care about their learning and about them as individuals. When teachers make learning meaningful and relevant to their students' lives, students develop a stake in their own education. Teachers at Lakeview Academy will be guided to: (1) create clear classroom structure with consistent expectations for behavior and performance, and (2) provide a healthy setting in which students can exercise autonomy and practice decision-making skills. We will further improve student education by incorporating the following:

- Form grade-level education teams in which groups of teachers work with students
- Provide a mentor for teachers who have less than three years of teaching experience
- · Ensure that course content is relevant to the lives of the students and connect what they learn to the world around them
- Provide service learning and community service projects so that children can see they are important in the world
- · Use a wide variety of instructional methods and technologies to reach all types of learners
- Provide opportunities for students who are behind to achieve grade-level performance by creating individual student plans
  prepared by the grade level team
- · Provide character development instruction every day to improve student behavior and self-esteem
- Encourage parents to be involved in their children's education by modeling responsibility and love of learning. Investing of
  their time and resources through voluntary involvement at Lakeview Academy will show their children that education is
  important. Parents are empowered to influence the quality of their child's education by participating in students' studies,
  classrooms, committees, and in school leadership roles-all in close cooperation with teachers and administrators. This
  collaboration between students, parents, and teachers contributes to improved learning.
- Organization and study skills will be taught incrementally each year because mastery of these skills enhances students' ability to achieve academic excellence.

We will measure the success of this goal by student assessments and parental feedback.



Developing youth who are CAPABLE CONFIDENT & CONTRIBUTING

# <u>Lakeview Academy Board of Trustees Meeting</u> <u>April 5, 2012</u> 527 West 400 North Saratoga Springs Utah

- I. Welcome
- II. Roll Call

Alan Daniels, Joylin Lincoln, Tina Smith, Julie Anderegg, Cory Thorson Justin Turner will be late due to traffic

- III. Work Session
  - 4. Expansion Project

Piper Jaffray went through financial options for the expansion project. They discussed the refunding basics including the definition of refunding and the two types of refunding available to Lakeview Academy: current refunding and advance refunding. The current Market interest rates are slightly higher than in 2007 they are running around 5.5%.. Some of the options to fund the new project included issue bonds today the rate would most likely be around 6%. There was quite a bit of discussion about the State enhancement program. We will not know how that shakes out and how beneficial it will be for Lakeview Academy until after July 1st. With this program we could possibly get a rate of somewhere between 4% and 5%. It is best for us to work toward using the state credit enhancement program at this time. The process that Lakeview will utilize at this time is finalize building plans, decided on a maximum price for the project, get ready to break ground, get a rating with underwriting, begin signing engagement letters, draft the bond, then build.

#### Justin Turner arrived at 6:40.

Discussion about using Fillmore and Meyers as financial advisors during the building project. Justin Turner was concerned about the possibility of a conflict of interest because we currently use Charter Solutions. Lincoln Fillmore and Tina Smith did not think this would be a problem. Cory Thorson wondered if we had to have this go out to bid. It was decided that this was not the case because Tina Smith has the power to sign these contracts without bringing them to the board. We decided the process could be that as Tina Smith signed agreements that she would send them out to the board by e-mail for review before she signed and then they would be placed on the following months consent agenda.

- IV. Welcome to General session
- V. Pledge of Allegiance led by Alan Daniels
- VI. Reports
  - 5. Director Reports

**Rick Veasey** reviewed the submitted director's report. He highlighted the accreditation visit that happened this week. The accreditation team consisted of 5 individuals. They talked to students, teachers and parents as well as attending classes. This visit is made to ensure that the school is meeting standards. Lakeview Academy received the 5 year review which is the highest review given. A celebration with the students will be held on Friday.

The comments in the well done section included:

A common understanding of the school mission among teacher, students and parents

Student understanding of why that were at this particular school

Responsiveness of schedule to meet the needs of the school and the students

Use of technology in the classroom

The recommendations included:

Articulate more clearly the data collected through the test scores.

Strengthen the PLC by bringing in external trainers

Have focus groups for each of the 5 areas of accreditation.

**Rick Veasey** stated that they are looking for an evening to hold a parents night for the middle school students to allow parent to ask any questions. Classes for the middle school are finalized, so students will begin to put together their schedules for next year. These will be done before the summer break.

**Julie Anderegg** expressed a concern from a parent about the t shirts and asked about and options for those students who could not afford to purchase one.

Lakeview Academy Bot Agenda May 3, 2012 Supporting Documents Rick Veasey stated that he is looking for ways to reward students with t shirts as well as helping those who cannot afford them.

#### 6. Board Reports

a. Legislative Update

This report is included in packet. Tina Smith stated that she would be willing to go over these reports with anyone that had any questions. Many good things happened for charter schools during the past legislative session.

Tina Smith congratulated students who recently placed as the Central Utah Science and Engineering
Fair. Three Lakeview Students received awards for their science fair projects. Caroline Cochran,
Bryanna Hammond and Allesandra Baker

#### 7. Financial Reports

 Financial Report, Account Reconciliation Report, Balance Sheet Report, Cash Flow Report, Check Register Report

**Cory Thorson** gave an update on the budget. He stated that he has spent time with Rick Veasey and Mandee Black and the budget is very well organized and will be submitted on time.

**Tina Smith** asked about the student activities fund and why it appears to be over. Mandee Black stated that the income of the activities offsets the expense. Tina Smith asked about the difference in the wages category and why some were more. Mandee Black stated that there were two pay rolls that fell in one month.

**Lincoln Fillmore** submitted a review for the board. He spent time looking at school finance data for all schools in district and put together a comparison. Lakeview is underfunded compared to Alpine School District. Alpine School District receives more per student through taxes. Lakeview spends less on administration and facilities than other schools.

#### VII. Charter Training

Methods of Instruction discussion led by Julie Anderegg

Why	What does it look like in classrooms	How
Meets needs of every child	Active discovery	Lower teacher to student ratios
Confident, capable, contributing	Hands on	Parent volunteers
Create love of learning	Fluid ability groupings	Increase technology
Connect to the world outside of class	Portfolios	Administration in classrooms
See expectations	Teacher collaboration	Teacher training and collaboration
Master skills		Commitment from parents, students
		and teachers
Adds flexibility and excitement for		Variety in curriculum and
teachers		implementation
		Address all learning styles
		Increase enhancement and field trip
		opportunities
		Afterschool programs and tutoring
		Emails from teachers

#### VIII. Consent Agenda

- 8. February Financials
- 9. October 6, 2011 minutes
- 10. November 3, 2011 minutes
- 11. March 1, 2012 minutes
- 12. Compensation Agreement: Teacher
- 13. Compensation Agreement: School Director
- 14. Compensation Agreement Staff Exempt
- 15. Compensation Agreement Non-Exempt Hourly
- 16. Century Link Grant

A motion was made by Cory Thorson to approve the consent agenda. The motion passed unanimously.

#### IX. Policy Review

Lakeview Academy Bot Agenda May 3, 2012 Supporting Documents How does this policy support the charter, global policies, state law, and governance? Is it effective? How do we know it is effective (direct inspection, data, audit)? Do we need to make any changes?

#### 5. Computer Acceptable Use Policy

The computer acceptable use policy is a federal mandated policy.

**Joylin Lincoln** asked about the specifics needed in the policy. Mandee Black stated that a section needed to be added concerning online bullying and teacher/student relationships (i.e. Facebook)

This policy was determined to be ineffective and changes needed to be made to comply with law. Max Meyer will send specific language for the policy and Rick Veasey would work with SAC to make changes. These changes would be completed by June and brought back to the board.

#### 6. Harassment Policy

The Harassment Policy is required by state statute. It is effective as written and is proven effective through the direct inspection of Rick Veasey. No changes need to be made at this time.

#### 7. Cost of Governance

This policy pertains to the cost of governance for the Board of Trustees. This policy supports the charter. Training for new board members will be implemented. The board currently does a good job on training as it is part of every board meeting. The effectiveness of this policy is reflected by the training that board members included in the minutes. It was determined that changes do not need to be made to the policy.

#### X. Public comment not related to items on the agenda, each comment is limited to two minutes.

- Melanie Miner voiced a concern about filters on the computers that the students use. She was directed to
  take this concern to Mr. Veasey.
- Becca Proper shared with the board her appreciation for the amazing administration of Lakeview Academy.
- Joe Polowski voiced a concern about the recent iPad purchases for the Board of trustees. He would like a
  personal response from each board member.
- Nicole Menssen voiced a concern about choosing her children's teachers and that she is having difficulties
  with the computer system and logging her hours. Her concern was directed to Mr. Veasey.

#### XI. Action Items

# 2. New Middle School Classes (Debate, Food Exploration, Guitar 1, Guitar 2, Musical Theatre-Dance, Musical Theatre - Music, Musical Theatre- theatre)

**Rick Veasey** reviewed the course options included in the packet. He stated that there was a lot of interest in the guitar classes. He also would like to remove the musical theater- dance class and the musical theater- music class because the musical theater- theater class covers both. He would like the have the board approve a Health 2 option for the 9<sup>th</sup> grade students.

**Joylin Lincoln** clarified that the board is only approving the addition of the class and the curriculum would need to be approved at a later time.

**Justin Turner** asked for clarification of the grade levels the courses are being offered to.

Rick Veasey stated that the specific grade levels are due to high school graduation requirements.

A motion was made by Justin Turner to approve the document with additions and deletions. The motion passed unanimously.

#### 3. Expansion Project

**Rick Veasey** introduced the expansion committee. He then reviewed each of the proposals submitted, stating that cost estimations are truly just estimations. Each proposal addressed the concerns requested by the Board of Trustees. The expansion committee recommends that the board look for a financial advisor and for some architectural support to review proposals and to write and RFP.

Tina Smith asked about the existing house. Rick Veasey replied that the expansion committee did not have a recommendation at this time; it will come down to cost.

**Tina Smith** asked about the property lines. Rick Veasey stated that some footage of the barn was built outside of the required setbacks. Julie Anderegg stated that it could become an issue if people build behind the school or if someone complains.

**Justin Turner** asked for clarification of the next step or if the expansion committee was asking for approval for plan A. Rick Veasey replied that they would like to get approval to look further into plan A and getting the financial and planning help needed.

Cory Thorson clarified that the expansion committee was asking for the go ahead to get more information; the board was not approving a dollar amount. The next step is for the Board to decide on an option so that funding can be used and more information obtained.

Mandee Black stated that the estimates given were based on the current market of charter schools being built and on the cost of the existing building. The estimates are very broad, everything is projection based. Tina Smith asked for recommendations.

Mandee Black stated that the committee needs approval to get financial advisor and architectural help. Tina Smith made comment to switch from an architect to a construction manager and using the construction manager to help with RFP and work all the way through the project. Ensure that this project does not deter Rick Veasey from his responsibilities.

**Julie Anderegg** stated that an architect could help make the look of the option we like fit in the budget. **Will Flemming** voiced playground concerns. Rick Veasey replied that playground space is not in initial plan, but will be determined when construction plan is adopted.

Scott Latten asked about land use and optimizing the use and the property lines. Rick Veasey stated that the committee had not looked into that. Tina Smith stated that more skills were needed for the committee to move forward and that the committee had done what they were asked to do.

Will Flemming asked about technology classes offered and if the plans included places for those classes. Julie Anderegg answered that that is something that has been addressed.

Jenny Hurtle asked about the increase of students and if there was a plan for the increase number of students. Rick Veasey stated that he had met with the coordinators and they have a plan for next year and that there is not a loss of space or programs. Joylin Lincoln commented that the student expansion legalizes the programs already in use and that the extra students next year had already been accounted for in the school improvement plan that was passed last April.

A motion was made by Justin Turner for the board to engage a financial advisor, bond servicing company, architect or construction manager: and writing of RFP around design A. The Motion passed unanimously.

#### 4. Benefits and Leave Policy:

The changes in the policy reflect industry standards regarding when insurance benefits end when a teacher is not returning the following year.

Mandee Black recommended that the words "or ceases" be added to the end of first line.

Joylin Lincoln made a motion to approve the policy as outlined with the addition or the words "or ceases" be added to the end of the first line. The motion passed unanimously.

#### 5. Purchase Policy:

**Cory Thorson** reviewed the verbiage and other changes made to the documents that were based on the policy review of the Purchase Policy on March 1, 2012.

Mandee Black asked for clarification on the meaning of unavailable. Cory Thorson replied that the purchasing has been delegated to board treasurer. The future goal is for administration to also be signers. Cory would like to see all requests come to the board treasurer thus relieving the burden from the president. Rob Hurtzler stated that stronger language possibly in section 5 d to help keep stronger checks and balance. Cory Thorson stated that maybe we should address that. Tina Smith commented that there are other checks in place. Joylin Lincoln stated that according to bylaws there must be two signatures on every check.

Cory Thorson made a motion to approve the purchasing policy as submitted. The motion passed unanimously.

#### XII. Board Business/Strategic Planning:

9:00

#### 6. Working With Homeschooling Families

**Kristy Gordon** Representing, ilearn@ home, a group of parents that are working to open charter school for homeschoolers. They desire to partner with 1-2 schools while waiting for approval by putting a pilot program in a charter school. She stated that this will not require the use of facilities and in exchange would be financially beneficial to Lakeview Academy.

Cory Thorson clarified that they were a non-profit organization

Julie Anderegg noted that there would need to be line items in budget for ilearn@home.

**Joylin Lincoln** stated that policy would have to be changed because the students from ilearn@Home would not be in the building

Tina Smith asked if the board would like to further look into this option or to dismiss it now.

Lakeview Academy Bot Agenda May 3, 2012

Supporting Documents

Cory Thorson volunteered to be a board representative to work with Kristy Gordon.

**Rick Veasey** stated that there were some concerns such as test data points that reflect on the school but are not by students in our programs.

The board agreed to look into the option further and to get more information before making a final decision.

#### 7. Governance training: Dirty Walls

**Justin Turner** gave presentation and led discussion on governance training. This training comes from the state and the board was given a program entitled Boardwiser. This program is for training of a governing board. A discussion about the difference between a governance and administration was held.

The board	Management
Ensures that the school performs and meets charter	Executes programs
Focus on how well	Focus on how will
Write policy	Write procedures based on policy

Justin Turner asked for some ideas of "How Well" questions the board could ask

- How well will the new courses meet ends policy for academic results?
- How well does the new course meet charter?

An audio segment entitled Dirty Walls was played at the meeting to demonstrate a board meeting that was not focusing on governance and that spent the majority of time on administrating.

#### 8. Board Evaluations

Alan Daniels reviewed the submitted board evaluations

The board was evaluated by outside sources: Lincoln Fillmore, Max Meyer and Rick Veasey. These sources were asked for three good things and three things that needed improvement. The complete evaluations are included in packet.

Tina Smith commented that any items for improvement would be added the agenda for the summer training.

- 9. Summer Training: A summer training meeting is scheduled for June 1-2; Friday 6-10pm and Saturday 8-5. The board will meet with the administration for training and planning purposes. The Charter Association Conference will be held June 12-13 board training conference. June 12<sup>th</sup> is the best day to be there. Registration deadline is April 15.
- A motion to enter a closed session for the purpose of discussion of litigation matters, acquisition of real property, or authorized personal issues.

A motion was made by Justin Turner to enter a closed session for the purpose of discussion of litigation matters, acquisition of real property, or authorized personal issues.

Tina Smith	Aye
Julie Anderegg	Aye
Cory Thorson	Aye
Joylin Lincoln	Aye
Justin Turner	Aye
Alan Daniels	Aye

11. Action if any from closed session No Action was taken

#### XIII. Adjourn



Joel D. Wright 518 West 800 North, Suite 204 Orem, UT 84057 Tel. (801) 426-2120 Fax (801) 426-2101 E-mail: jwright@kmclaw.com 60 East South Temple Post Office Box 45120 Salt Lake City Utah 84145-0120 Tel. 1.801.328.3600 Fax 1.801.321.4893

April 16, 2012

Lakeview Academy of Science, Arts and Technology Attention: Tina Smith, Board President 527 West 400 North Saratoga Springs, UT 84045

Re: Legal Services Agreement

Dear Ms. Smith.

We appreciate the opportunity to provide legal services again to Lakeview Academy of Science, Arts and Technology (the "School"). This letter will set forth our agreement as to the scope and terms of our representation of you.

#### Scope of Engagement

This firm has agreed to provide you the following legal services: we will represent the School on issues related to purchasing the property adjacent to your current school and obtaining the necessary financing to build you desired improvements on the adjacent property (the "Representation"). We can also represent you on additional matters as requested and agreed to. You should have a clear understanding of the legal services we will provide. If you have any questions about the scope or description of our services, please contact me before signing this letter. Unless this agreement is modified in writing, any subsequent or additional matters will also be governed by this agreement. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, and are not guarantees of any particular result. Such opinions and advice are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

#### Personnel Assigned

Each client of Kirton & McConkie is served by a lead attorney. The lead attorney for your matters will be Joel Wright. You are free to request a change of your lead attorney at any time. Subject to the supervisory role of the lead attorney, your work or parts of it may be performed by other attorneys and legal assistants in the firm. Such delegation may be for the purpose of involving attorneys or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters. At a minimum, our detailed billing statements will describe the personnel working on your matters, and the tasks each person has performed.

#### Billing Arrangements, Terms of Payment and Attorney Liens

We contemplate that the work for you on the Representation will be largely staffed by Joel Wright, and other attorneys or staff as necessary. Mr. Wright's hourly rate is \$285.00, and our other attorneys and staff have hourly rates between \$100.00 and \$400.00. Such rates are subject to change each year starting in January.

However, as we previously discussed regarding the Representation, based upon (i) our current understanding of the proposed structure, size and schedule of your facilities and likely financing, (ii) the duties we will undertake as outlined in this letter, (iii) the time we anticipate devoting to the Representation, and (iv) the responsibilities we assume, we will plan on doing up to \$15,000 in legal work for you without immediate payment until you have a commitment letter from a lender for the financing necessary for your expansion. Once you obtain such letter, then we will agree on a final fixed fee to be paid out of your proceeds at closing for the Representation (the "Closing"). We will plan on sending you summaries of the work we do on behalf of the School until Closing, for informational purposes only. In the event there is no Closing by October 1, 2013, we will send you a bill for all work done to date, and you agree to pay such bill in an amount not to exceed \$15,000, even if the work done exceeds such amount.

Should the Representation change, we would promptly discuss the changed circumstances with you and see if we could work out a new arrangement. In the event you request legal services outside the Representation, we will bill you at our hourly rates on any other matters, and confirm with you that such services are outside the Representation before beginning such work.

In addition, you will be responsible for payment of any costs, charges and expenses we incur on your behalf, such as photocopy expenses, facsimile charges, overnight delivery and mail expenses, travel expenses, court costs, filing fees, and other expenses. We will confer with you before we incur any substantial costs of an unusual nature. When costs, charges, or expenses we incur on your behalf are not paid on a timely basis, Kirton & McConkie reserves the right to apply all payments received in such manner as we determine, including first to outstanding disbursements and then to fees.

If your account becomes delinquent, and continues so after written notice from us, we may elect to withdraw from this representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and reasonable attorney fees. You further agree that Kirton & McConkie will have an attorney lien, pursuant to Utah Code Annotated § 78-51-41, on any proceeds resulting in whole or in part from legal services provided to you to secure payment of any amounts you owe Kirton & McConkie, and that such lien will attach to any settlement, verdict, report, decision or judgment in your favor. You further agree that any legal action regarding any dispute with respect to this legal engagement must be brought in the courts sitting in the State of Utah. You agree to submit to the personal jurisdiction of the Utah courts with respect to such action. Utah law will apply.

#### Conflicts of Interest

We have performed a search of our firm's attorneys and existing matters, and we are not aware of any conflicts of interest in our representation of you with respect to the matters for which we have been engaged to provide legal services. In the event a conflict of interest arises in the future, we will immediately inform you of such conflict and take appropriate action within the bounds of our ethical obligations. Further, we reserve the right to withdraw from this engagement if necessary to comply with our ethical obligations.

#### Termination of Representation

You may terminate our representation of you at any time, with or without cause, by notifying us, and then paying us for the work done until the termination. If such termination occurs, your papers and property will be returned to you promptly upon request. We may retain copies to the extent permitted by law. We are subject to the Utah Rules of Professional Conduct (the "Rules"), which identify several circumstances which require or allow us to withdraw from representing a client, which include the nonpayment of fees or costs, the misrepresentation or failure to disclose material facts, and conflicts of interest with another client. If we represent you in a lawsuit, our ability to withdraw from the suit may be subject to approval from the appropriate court. Further, subject to our ethical obligations as defined by the Rules, we reserve the right to terminate our representation of you at any time, without cause, by furnishing written notice that we are withdrawing as your counsel. If we find it necessary or advisable to so act, we would assist you as you may desire in locating other counsel, and we would make available to you such documents, pleadings, etc., from our file as you may request.

#### Retention of Client Files

We will maintain files related to this engagement that we, in our sole professional judgment, determine are necessary for the conduct of this engagement. After the engagement ends, meaning the date of our last bill for services on a particular matter, we will maintain or destroy our files in accordance with our then-existing records retention policy. During the period in which we maintain the files, you may request to examine the files and to copy documents in the files. We request that you do so within one year after the engagement ends, after which we may destroy the files in accordance with our records retention policy.

This letter will comprise our engagement agreement. Therefore, we ask that you review it carefully and then sign and return to us the Acknowledgement of Client. Please contact the undersigned promptly if you have any questions.

Thank you for entrusting your legal work to us. We look forward to serving you.

Warmest regards,

KIRTON & McCONKIE

#### ACKNOWLEDGMENT OF CLIENT

The undersigned agrees to the terms and provisions of this engagement letter.

Ву:			
Title:			
Date:			

BIM300T	Kirton & McConkie		Page	
Date 4/03/12	BILLING INFORMATION MEMO			
Regu Attorney 3881 WRIGHT, JOEL D N Orig Attorney 3881 WRIGHT, JOEL D N Bill Attorney 3881 WRIGHT, JOEL D N Resp Attorney 3881 WRIGHT, JOEL D N Rept Attorney 3989 FIRM ATTORNEY N Othr Attorney 3881 WRIGHT, JOEL D	15571 000 LAKEVIEW ACADEMY 3 FINANCING Monthly STD01	BIM#: Time: Cost: ate	00938708 0/00/0000 3/31/2012 0/00/0000 3/31/2012 Time by Prd/Year: N Cost by Prd/Year: N	00938708 3/31/2012 3/31/2012 1/Year: N 1/Year: N

LAKEVIEW ACADEMY 527 WEST 400 NORTH SARATOGA SPRINGS, UT 84045 ATTN: JOYLIN LINCOLN

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Wkng - Date - Atty Task Cc 1/31/2012 JDW	Actv Code	Billable Description Discussion with Bruce Sorenson at Piper Jaffrey 1	able Hours 1.10	Rate 285.00	Value 313.50	Group# /Item# 15540 4316	tem# 4316
		on financing options; prepare email and review					
		Bruce Sorenson email; prepare summary and send to					
		client on same.					
2/14/2012 JDW		Conference call to discuss next steps on	1.30	285.00	370.50	15731	75
		financing; email correspondence on same.					
2/15/2012 JDW		Draft and send reimbursement resolution for IRS	1.00	285.00	285.00	15731	77
		requirements.					
3/01/2012 JDW		Discuss timing updates on different financing	.50	285.00	142.50	15840	365
		discussions and progress made.					
3/05/2012 JDW		Email correspondence on reimbursement resolution	.30	285.00	85.50	15926	8
		signing.					
3/26/2012 JDW		Prepare email and discuss preparations for board	.40	285.00	114.00	16122	4379
		meeting.					

BIM300T	Kirton & McConkie				Page 2
Date 4/03/12	BILLING INFORMATION MEMO				
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Wkng Actv Date - Atty Task Code	Description	Billable Hours	Rate V	/alue	Group# /Item#
3/30/2012 JDW	Discuss with Tina Smith and different financial	1.40	285.00	399.00	16122 5381
	advisors; prepare email summary on send same for				

Unbilled Time 6.00 1,710.00

======> No costs advanced recorded for this matter through 03/31/2012

board meeting.

======= No unapplied credits for this matter

------ No trust activity balance for this matter

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R	N/C Hr	00.			After	3/31/2012 3/31/2012
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=> B	Hours	6.00	6.00 ced	& Costs i	m.	0, anced 0,
	Atty	3881	Unbilled Time Unbilled Costs Advanced	Total Unbilled Time & Costs Advanced	Outstanding	Unbilled Time Unbilled Costs Advanced
	Name	WRIGHT, JOEL D				

Kirton & McConkie  BILLING INFORMATION MEMO  15571 000 LAXENIEW ACADEMY  FIRANCING Opened Date 1/19/2012 Real Estate STD01  B 11.1.1 N G G IM M M D D V

Flat Fee-Do Not Send Bill Pay from trust Cover letter required Write off Hold Bill all costs Bill all time Approved by

====== No Accounts Receivable balance for this matter

BIM300T	Kirton & McConkie		Page	
Date 4/03/12	BILLING INFORMATION MEMO			
Regu Attorney. 3881 WRIGHT, JOEL D  N Orig Attorney 3881 WRIGHT, JOEL D  N Bill Attorney 3881 WRIGHT, JOEL D  N BAID Attorney 3881 WRIGHT, JOEL D  N Resp Attorney 3881 WRIGHT, JOEL D  N Rept Attorney 9999 FIRM ATTORNEY  N Othr Attorney 3881 WRIGHT, JOEL D	W ACADEMY TATE Date 8/29/2007	BIM#: Time: Cost: Cost: Real Estate	00938709 0/00/0000 3/31/2012 0/00/0000 3/31/2012 Time by Prd/Year: N Cost by Prd/Year: N	00938709 3/31/2012 3/31/2012 /Year: N

LAKEVIEW ACADEMY 527 WEST 400 NORTH SARATOGA SPRINGS, UT 84045 ATTN: JOYLIN LINCOLN

	TIME CERTIFICATION OF THE PROPERTY OF THE PROP	11 11 11 11 11			11 11 11 11 11 11 11 11 11 11 11 11 11	11 11 11
Wkng Act - Date - Atty Task Coc 1/09/2012 JDW	Actv Code Description Hours Discuss financing process and issues re: purchase .	.80	Rate 285.00	Value 228.00	Group# /Item# 15540 645	tem# 645
	of additional land.					
1/10/2012 JDW	Email discussing how to make offer without	.60	285.00	171.00	15540	646
	disclosing identify.					
1/11/2012 JDW	Discussions on how the school can make offer on	.40	285.00	114.00	15540	647
	land without disclosing identity.					
1/12/2012 JDW	Review purchase agreement on land; provide	1.80	285.00	513.00	15540	648
	comments on same.					
1/13/2012 JDW	Discuss different options on buying land;	1.40	285.00	399.00	15540	649
	financing process related to same; due diligence					
	issues.					
1/16/2012 JDW	Review email correspondence on purchase of land	. 60	285.00	171.00	15540	3382
	and update on same.					
1/18/2012 JDW	Discuss alternative paths toward expansion.	.80	285.00	228.00	15540	3709

73	00938709 3/31/2012 3/31/2012 3/Year: N	Ttem#	3724	4009	4315	363	425	125	3 55	128
Page	009387 0/00/0000 3/31/20 0/00/0000 3/31/20 Time by Prd/Year: Cost by Prd/Year:	Group# /Item#	15540	15540	15540	15676	15676	15693	15676	15693
	MEMO ACADEMY BIM#: TE Time: te 8/29/2007 Real Estate	Value	655.50	513.00	370.50	92.50	171.50	142.50	444.00	171.00
	7 Real	Rate	285.00	285.00	285.00	185.00	245.00	285.00	185.00	285.00
	8/29/2007	Billable Hours	2.30	1.80	1.30	5.0	.70	.50	2.40	. 60
Kirton & McConkie	ING INFORMATION 1 000 LAKEVIEW 2 REAL ESTA Opened Da		Review and discuss issues on Phase I; request and order survey; email exchanges on home rental.	and update status on title and survey.	Review title commitment and send same to Joseph Osmond for detailed review.	Initial review of title commitment and ALTA survey. Correspond with surveyor and title company to acquire all easements and covenants listed as exceptions to title commitment.	title and survey; Conversations with Osmond regarding the same.	and emails on real estate due diligence.	of title commitment and ALTA survey.  to title company and surveyor certain, , additions and endorsements.	Review title and commitment changes to same as part of real estate due diligence; provide update to client.
	JOEL D JOEL D JOEL D JOEL D JOEL D	Description	Review a	Review and	Review	Initial survey.	Review title Joseph Osmonó	Discuss	Review of Request t changes,	Review title part of real to client.
OOT	Date 4/03/12         BILL           Requ Attorney 3881 WRIGHT, JOEL D         1557           N Orig Attorney 3881 WRIGHT, JOEL D         1557           N Bill Attorney 3881 WRIGHT, JOEL D         Monthly           N Resp Attorney 3881 WRIGHT, JOEL D         Monthly           N Rept Attorney 9999 FIRM ATTORNEY         STD01           N Rept Attorney 3881 WRIGHT, JOEL D         STD01	Wkng Actv - Date - Atty Task Code	1/19/2012 JDW	1/24/2012 JDW	1/31/2012 JDW	2/01/2012 JVO	2/01/2012 BBR	2/01/2012 JDW	2/02/2012 JVO	2/02/2012 JDW

м	00938709 3/31/2012 3/31/2012 1/Year: N 1/Year: N	Item#	725	1022	5 8 8	120	9
Page	ACADEMY TE Time: 0/00/0000 3/31/2012 te 8/29/2007 Real Estate Time by Prd/Year: N	Group# /Item#	15676	15676	15676	15693	15709
	BIM#: Time: Cost: Real Estate	Value	74.00	73.50	00.	199.50	67.50
	8   8   8	Rate	185.00	245.00	135.00	285.00	135.00
	8/29/2007	Billable Hours	.40	.30	. 40	.70	. 50
Kirton & McConkie BILLING INFORWATION MEMO	1 000 LAKEVIEW REAL ESTA Opened Da	Bill	Review of title commitment and ALTA survey.	Review title and survey correspondence by Joseph Osmond; Conversation with Joseph regarding the same.	Paralegal Services: Telephone call to City planning and zoning department to request zoning compliance letter. Prepare and email sample letter to for use in providing letter. Misc. emails to and from Joseph Osmond.	Discuss status on closing of real estate and options for different expansion; prepare email on same.	Paralegal Services: Misc. telephone calls to Sarah Carroll at City of Saratoga Springs re zoning compliance letter. Review documents and telephone call to Joseph Osmond to resolve questions.
	JOEL D JOEL D JOEL D JOEL D FORNEY JOEL D	Description	Review	Review Osmond same.	Paraleç plannir complis letter emails	Discuss option same.	Paralegal Sarah Carr zoning com telephone questions
BIM300T Date 4/03/12	Regu Attorney 3881 WRIGHT, JOEL D N Orig Attorney 3881 WRIGHT, JOEL D N Bill Attorney 3881 WRIGHT, JOEL D N Resp Attorney 3881 WRIGHT, JOEL D N Rept Attorney 3881 WRIGHT, JOEL D N Othr Attorney 3881 WRIGHT, JOEL D N Othr Attorney 3881 WRIGHT, JOEL D	Wkng Actv - Date - Atty Task Code	2/03/2012 JVO	2/03/2012 EBR	2/03/2012 CK	2/13/2012 JDW	2/15/2012 CK

BIM300T	Kirton & McConkie			Page 4
Date 4/03/12	BILLING INFORMATION MEMO			
Requ Attorney 3881 WRIGHT, JOEL D N Orig Attorney 3881 WRIGHT, JOEL D N Ball Attorney 3881 WRIGHT, JOEL D N Resp Attorney 3881 WRIGHT, JOEL D N Resp Attorney 9999 FIRM ATTORNEY N Othr Attorney 3881 WRIGHT, JOEL D	1 000 LAKEVIEW 2 REAL ESTA Opened Da	8/29/2007 Real	BIM#: Time: Cost: Estate	00938709 0/00/0000 3/31/2012 0/00/0000 3/31/2012 Time by Prd/Year: N Cost by Prd/Year: N
Wkng - Date - Atty Task Code Description	м	Billable Hours Rate	Value	Group# /Item#
	Unbilled Time	18.80	4,853.00	

No costs advanced recorded for this matter through 03/31/2012 

No unapplied credits for this matter

=======> No trust activity balance for this matter

				_/_/_	Value	000.
RY	N/C Hr				After	3/31/2012 3/31/2012
SUMMA	Value	3,876.00 610.50 245.00 121.50	4,853.00	4,853.00	Value	000.
ILLING	Rate	285.00 185.00 245.00 135.00			Before	0000/00/0
====>	Hours	13.60 3.30 1.00	18.80 anced	e & Costs A	hrd	
	Atty	3881 0305 0328 0550	Unbilled Time Unbilled Costs Advanced	Total Unbilled Time & Costs Advanced	Outstanding	Unbilled Time Unbilled Costs Advanced
	Name	* WRIGHT, JOEL D * OSMOND, JOSEPH V. * ROBINSON, ERIC B. * KUNZ, CLAUDIA				

BIM300T	Kirton & McConkie	Page5	
Date 4/03/12	BILLING INFORMATION MEMO		
Requ Attorney 3881 WRIGHT, JOEL D N Orig Attorney 3881 WRIGHT, JOEL D N Bill Attorney 3881 WRIGHT, JOEL D N Resp Attorney 3881 WRIGHT, JOEL D N Rept Attorney 9999 FIRM ATTORNEY N Othr Attorney 3881 WRIGHT, JOEL D	15571 000 LAKEVIEW ACADEMY 2 REAL ESTATE Opened Date 8/29/2007 STD01 B I I.I. I N G G II M M B D V	BIM#: Time: Cost: Real Estate	
Approved by	Write off	Pay from trust	
Bill all time	Hold	Flat Fee-Do Not Send Bill	
Bill all costs	Cover letter required		

======> No Accounts Receivable balance for this matter

#### MEYER & FILLMORE, LLC

April 4, 2012

#### **CONFIDENTIAL**

Lakeview Academy

527 W 400 N

Saratoga Springs, UT 84

Dear Ms. Smith

We are pleased that Lakeview Academy (the "Client") has asked Meyer & Fillmore, LLC, a Utah limited liability company ("M&F"), to serve as your advisor. This letter will confirm our discussion with you regarding your engagement of M&F and will describe the basis on which we will provide services to you. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our services.

Accordingly, we submit for your approval this letter agreement (this "Agreement") governing our engagement. If you are in agreement, please sign the enclosed copy of this Agreement in the space provided below. Again, we are pleased to have the opportunity to serve you.

- **A.** <u>Services.</u> M&F will serve as the Client's exclusive Financial Advisor with respect to the Client's efforts to evaluate and consummate a Financing (as defined below) by and between the Client and any one or more parties (each a "*Third Party Source*"). The term "*Financing*" shall mean any one or more combinations of any bond financing, bank financing, third party financing, financing through an underwriter, broker-dealer, funding source or other form of financing or borrowing. M&F shall provide and devote such of its officers, directors, employees, agents, affiliates and consultants as shall be reasonably necessary for it to provide the Client any or all of the following services (the "*Services*") as reasonably required to satisfy the objectives of the Client to evaluate and consummate a Financing and to perform the Services in a competent and professional manner:
- 1. Meet with the Client's management and board of directors to develop an understanding of their objectives with regard to a Financing;
  - 2. Assist the Client in preparing financial projections and models;
- 3. Assist the Client in determining the facility purchase/construction price it can prudently afford;
- 4. Assist the Client in determining the amount of Financing to pursue, including lease vs. buy analyses, etc;
- 5. Recommend a strategy for a Financing and transaction structure for the Client to pursue, including alternative structures;
- 6. Recommend other necessary professionals to assist in such Financing (i.e., underwriter, bond counsel, government issuer, borrower's counsel, etc., as applicable);

- 7. Provide the Client with periodic status reports and be available to the Client to discuss any matters relating to a possible Financing;
- 8. Assist the Client in preparing and producing information necessary for a Financing;
- 9. Respond to questions from Client's board of directors, managers, bond counsel, underwriter, rating agencies and Third Party Sources;
  - 10. Assist in the development of Financing documents and review with Client;
- 11. Assist the Client in negotiating debt covenants, reporting requirements, terms, etc.;
  - 12. Prepare Financing payment schedules;
- 13. Render such additional Financial Advisory services with respect to a Financing as may be reasonably requested by the Client and approved by M&F.

The Client may request that M&F perform other Financial Advisory services on behalf of the Client. Any such engagement shall be the subject of a separate agreement (or an addendum or supplement to this Agreement) between the parties.

- **B.** <u>Fees and Expenses</u>. In connection with the provision of the Services, the Client shall pay to Financial Advisor the following fees and expenses:
- 1. Advisory Fee. If during the term of this engagement, or within 12 months after termination of this engagement to the extent provided in Paragraph C below, a Financing is consummated, the Client shall pay M&F, at the time of the closing of the initial Financing, regardless of whether the Financing shall be consummated in a series of Financings or a single Financing, the Advisory Fee (as hereafter defined). The parties understand and agree that the Advisory Fee is payable to M&F as consideration of the Services rendered in the manner described in Paragraph A and is not contingent upon the raising of funds for Client. In order to fairly compensate M&F for the Services, however, the maximum Advisory Fee has been based on the amount of the Financing as the amount of the Financing and the amount of Services required are directly related. For purposes of this Agreement, therefore, the maximum "Advisory Fee" shall equal \$30,000 or ½% of the Financing, whichever is greater. Prior to closing M&F may amend this Agreement by invoice to revise the Advisory Fee to a fixed, flat fee to compensate M&F for the Services rendered so long as the final Advisory Fee does not exceed the estimated fee determined pursuant to the prior sentence.
- 2. Expenses. In addition to any fees payable to M&F hereunder and regardless of whether a Financing is consummated, the Client hereby agrees to reimburse M&F for all reasonable travel and other out-of-pocket expenses incurred in connection with M&F's role hereunder, or otherwise arising out of or in connection with any actual or potential Financing, so long as any single expense exceeding \$200.00 receives written approval from Client before such expense is incurred and in no event shall all such expenses exceed \$1,000.00 until a Financing is consummated under any circumstances. Such expenses shall be payable monthly, but may be paid at the closing of a Financing, in the sole and absolute discretion of M&F. If M&F elects to charge for expenses on a monthly basis, all reimbursable expenses shall be payable within 15 calendar days after receipt by the Client of invoices from M&F. M&F shall Lakeview Academy Bot Agenda May 3, 2012 Supporting Documents

not be responsible for or bear any liability for any closing costs including, but not limited to, underwriter fees, attorney fees, origination costs, commitment fees, conveyance certificates, insurance costs, appraisals, costs incurred to cure, correct or clear the title of any asset owned or pledged by the Client and any and all attorney fees associated with any Financing.

- C. Termination of Engagement. M&F's engagement hereunder may be terminated by either party hereto at any time, with or without cause, upon prior written notice. If this engagement is terminated by the Client, M&F shall be entitled to any reimbursable expenses incurred prior to the date of the Client's termination notice. Further, M&F shall be entitled to the full amount of the Advisory Fee provided for in Paragraph B.1 if at any time before the expiration of 12 months after M&F's engagement is terminated, a Financing is consummated (or a definitive agreement with respect thereto has been executed prior to the expiration of such 12 month period and the Financing contemplated thereby is subsequently consummated) with a Third Party Source introduced to the Client by M&F or of whom the Client or Third Party Source becomes aware through the efforts of M&F. Notwithstanding any termination of this Agreement, the provisions of Paragraphs B through  $\underline{K}$  hereof shall survive and shall be binding upon any successors or assigns of the Client.
- **D.** Reliance Upon and Accuracy of Information. The Client understands, acknowledges, and agrees that M&F may rely entirely upon publicly available information and information provided by the Client and the Client's officers, members, managers, directors, shareholders, employees, accountants, counsel, affiliates and other agents and advisors ("Representatives") without independent verification of the accuracy and completeness of such information. The Client represents and covenants that all information provided to M&F by the Client or the Client's Representatives is or will be when furnished complete and correct in all material respects. If any information provided to M&F becomes inaccurate, incomplete or misleading in any material respect during M&F's engagement hereunder, the Client shall so advise M&F. The Client will continuously advise M&F with respect to any material developments or matters that occur or come to the Client's attention during the term of M&F's engagement hereunder. Client authorizes any bona fide credit agency to release to M&F or any prospective Third Party Source all credit information contained in Client's credit file pertaining to Client. Such agency may be entitled to rely on a copy of this Agreement as proof of such authorization.
- E. <u>Confidentiality</u>. In connection with M&F's activities on behalf of the Client, the Client agrees to furnish M&F with all financial and other information regarding the Client that M&F reasonably believes necessary and appropriate to provide the Services hereunder. The Client will provide M&F with access to the Client's Representatives. M&F agrees to keep confidential all material nonpublic information provided to it by the Client, except as required by law or as contemplated by the terms of this Agreement. Notwithstanding anything to the contrary herein, M&F may disclose material nonpublic information to its affiliates, agents and advisors and potential Third Party Sources whenever M&F determines that such disclosure is necessary to provide the Services.

In the event of the consummation of any Financing, M&F shall have the right, at its own expense, to disclose its participation in such Financing, including, without limitation, the placement of "tombstone" advertisements featuring the Client's logo in financial and other newspapers and journals and in M&F's marketing materials.

Except as required by law pursuant to an order of a court of competent jurisdiction, no written or oral advice provided by M&F pursuant to this Agreement shall be disclosed, in whole or in part, to any third party, or circulated or referred to publicly, without the prior written consent of M&F. The fact of M&F's engagement hereunder may be disclosed to prospective Third Party Sources, but the Client may not publicly announce or advertise M&F's engagement without the prior written consent of M&F, which will not be unreasonably withheld.

- F. Indemnity. The Client agrees to indemnify and hold harmless M&F and its Representatives from and against any and all claims, expenses, damages or liabilities, joint or several, to which M&F or any Representative becomes subject under federal or state statutes, regulations, common law or otherwise, arising out of, in connection with, or based upon any matter contemplated by this Agreement, whether or not resulting in any liability. The Client agrees to reimburse M&F and any Representative as and when incurred for any reasonable legal or other expenses incurred by M&F or any Representative in connection with investigating or defending against any such claim, damage or liability or providing evidence, producing documents or taking any other action with respect thereto (whether or not M&F or any Representative is a defendant in, or target of, such action, proceeding or investigation). In no event shall the Client be liable to M&F or its Representatives under this paragraph, however, to the extent that any such claim, expense, damage or liability resulted from M&F's or its Representatives' gross negligence or willful misconduct.
- Limitation of Engagement to the Client. M&F shall use reasonable efforts to G. assist the Client in completing a Financing; provided, however, the Client acknowledges that M&F's obligations hereunder are on a "best efforts" basis and shall not constitute a firm commitment to underwrite said Financing. M&F has been engaged hereunder as a M&F and independent contractor and not as a fiduciary, broker or investment advisor with respect to any party hereto. The Client acknowledges that M&F has been retained only by the Client, and that the Client's engagement of M&F is not deemed to be on behalf of, and is not intended to confer rights upon, any Representative of the Client or any other person not a party hereto as against M&F or any of its controlling persons, members, affiliates, directors, officers, employees or agents. Unless otherwise expressly agreed in writing by M&F, no one other than the Client is authorized to rely upon this engagement or any other statements or conduct of M&F, and no one other than the Client is intended to be a beneficiary of this Agreement. The Client acknowledges that any opinions, recommendations or advice, written or oral, given by M&F to the Client in connection with M&F's engagement are intended solely for the benefit and use of the Client's shareholders, officers and directors in considering a possible Financing, and any such opinions, recommendations or advice are not on behalf of, and shall not confer any rights or remedies upon, any other person or be used or relied upon for any other purpose.
- H. <u>Limitation of M&F's Liability to Client</u>. M&F and the Client further agree that neither M&F nor any of its controlling persons, affiliates, directors, officers, employees or agents shall have any liability to the Client, its Representatives or creditors, or any person asserting claims on behalf of or in the right of the Client or its Representatives (whether direct or indirect, in contract, tort or otherwise) for any losses, fees, damages, liabilities, costs, expenses or equitable relief arising out of or relating to this Agreement or the provision of the Services, except to the extent that such losses, fees, damages, liabilities, costs, expenses or equitable relief resulted from the gross negligence or willful misconduct of M&F of the express provisions of this Agreement.

- I. <u>Governing Law.</u> The Client and M&F acknowledge that this Agreement shall be interpreted, and the rights and liabilities determined, in accordance with the laws of the State of Utah without giving regard to the conflicts of law provisions thereof.
- J. Arbitration of Disputes. Any claim or controversy arising out of or relating to this Agreement or the breach hereof may, at the election of the Client or M&F, be submitted to non-binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration of any such claim or controversy shall take place at a location mutually agreeable to the Client and M&F, or if the parties cannot agree upon such location, in Salt Lake City, Utah. Notwithstanding the foregoing, either party may elect to exercise all rights and remedies afforded to it by applicable law for any breach of this Agreement or for the settlement of any claim or controversy arising out of or relating to this Agreement in any court having jurisdiction.
- **K.** <u>Miscellaneous.</u> This Agreement shall not be modified or amended except in writing signed by M&F and the Client. This Agreement shall not be assigned by the Client without the prior written consent of M&F; however, it is assignable by M&F in its sole discretion without the consent of Client. This Agreement constitutes the entire agreement of M&F and the Client with respect to the subject matter hereof and supersedes all prior agreements. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect, and the remainder of the Agreement shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Nothing contained herein shall limit or preclude M&F (a) from carrying on any business with, from providing Financial Advisory services to, or from participating in any capacity, including as a minority stockholder, in any person whatsoever, including without limitation, any competitor, supplier, lender or customer of the Client, or any other person which may have interests different than or adverse to the Client or (b) from carrying on its business as currently conducted or as such business may be conducted in the future. Client understands that M&F has additional clients that are also seeking financings for similar purposes and from some of the same Third Party Sources as the Client and hereby expressly consents to such representations and any conflicts resulting therefrom.

If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call.

[Signature Page Follows]

In acknowledgment that the foregoing correctly sets forth the understanding reached by M&F and the Client, please sign in the space provided below, whereupon this letter shall constitute a binding agreement as of the date indicated above. The undersigned represents that he/she has the authority to enter into this Agreement to bind the Client.

Sincerely,

#### MEYER & FILLMORE, LLC

	Name:	
	Title:	
Accepted	and Agreed:	
Lakeview	Academy, a Utah nonprofit corporation	
By:		
,		
Name:		
•		
Title:		
•		

Date:

# PiperJaffray.

800 Nicollet Mall, J12NPF, Minneapolis, MN 55402

Tel: 612-303-1776

Tel: 800-333-6000

Fax: 612-303-6966

Piper Jaffray & Co. Since 1895. Member SIPC and NYSE.

April 24, 2012

Board of Directors Lakeview Academy 527 W 400 N Saratoga Springs, Utah 84045

#### Ladies and Gentlemen:

Piper Jaffray & Co. ("Piper" or the "Underwriter") welcomes the opportunity to represent Lakeview Academy (the "Borrower", or the "School") as investment banker for the Borrower in the structuring and placement of certain tax-exempt and taxable securities described herein. The proceeds of the proposed issue will be used for the expansion of an existing charter school facility in Saratoga Springs, Utah. Pursuant to this engagement letter (the "Agreement"), the Underwriter will work with the Borrower, its staff, its legal counsel, the Issuer, bond counsel, and such other advisors and consultants as the Borrower may choose to employ, to execute the financing on its behalf. We would like to take this opportunity to set forth some pertinent information about our services, including the process of underwriting.

Although the Underwriter intends to work closely with you during the period preceding the pricing and sale of the proposed Bond Issue with the aim of timely completion of the financing, we are not herein making a final commitment to underwrite bonds until certain events have occurred. Such a commitment is subject to, among other things, satisfactory completion and execution of all final documentation for an offering (including a Bond Purchase Agreement containing all provisions necessary to satisfy federal securities laws and the rules of the Municipal Securities Rulemaking Board, and all other applicable rules and regulations); absence of any material adverse change in the financial markets or in the financial condition, operations or prospects of the Borrower; receipts of all required governmental approvals and appropriate legal opinions; an underwriter's review ("due diligence") of the offering documents, as required under federal securities laws; the negotiation of appropriate indemnification; state blue sky reviews, as appropriate; and credit approval by the Underwriter. This Agreement is therefore not a final commitment by the Underwriter, express or implied, to underwrite or purchase any securities, nor does it obligate the Underwriter to enter into a Bond Purchase Agreement. While we do not anticipate difficulties in the course of the proposed financing, and look forward to a successful conclusion to this engagement, we prefer to identify these conditions to our final commitment at the outset.

#### Plan of Finance

The bonds referred to above are the proposed Utah State Charter School Finance Authority, Charter School Revenue Bonds, Series 2012 A & B (Lakeview Academy Project), with a preliminary par amount to be determined which shall be structured as fixed rate bonds sold in one or more terms (the "Bonds"), as more fully described in the Summary of Terms.

#### Investment Banker Relationship

As investment banker, the Underwriter is prepared to perform the following functions, and other services that may be appropriate to assist in carrying out the issuance from time to time of the Bonds. Assuming the full and continuing cooperation of representatives of the issuer and advisors and consultants, the Underwriter will:

- (1) Advise and assist the Borrower in finalizing the appropriate financing structure.
- (2) Prepare the financing timetable, distribution list and term sheet.
- (3) Assist Bond Counsel, Borrower's Counsel and others in the preparation of documents necessary to the structuring and marketing of your financing, including the Bond Resolution, the Trust Indenture, Loan and Lease Agreements, Preliminary and Final Official Statements, the Bond Purchase Agreement, the Continuing Disclosure Agreement and other necessary documents.
- (4) Keep all financing team participants informed regarding bond market and legislative conditions and legislative actions prior to the issuances of the Bonds.
- (5) Prepare and distribute marketing materials to the Underwriter's sales team to use in marketing the Bonds to potential investors.
- (6) Work with one or more rating agencies to obtain a rating on the bonds.
- (7) Conduct an offering of the Bonds with appropriate investors and negotiate a price for the Bonds acceptable to the Borrower.
- (8) Prepare the closing instructions and coordinate the settlement process on the Bonds.

#### Compensation for Investment Banking Services

Piper will serve exclusively as the sole underwriter with respect to the Bonds. The contemplated structure of the Bonds is described above in the "Plan of Finance." If the financing is structured as such, our underwriting fee will be 2.0% of the par amount of Bonds if the par amount of the Bonds is greater than \$5,000,000; 2.25% of the par amount of Bonds if the par amount of the Bonds is between \$5,000,000 and \$4,500,000 and 2.50% of the par amount of Bonds if the par amount of the Bonds is less than \$4,500,000; payable when issued and purchased.

#### Allocation and Payment of Expenses

The Borrower agrees to pay all appropriate costs of issuance associated with the financing, including but not necessarily limited to, the following: underwriter's counsel fee (for which there shall be a "not to exceed" amount of \$37,000); registration or filing fees with various states; fees of the CUSIP\*; cost of printing the Final Official Statement\*; fees and disbursements of the trustee and paying agent; fees and expenses of the Issuer; fees and disbursements of Bond Counsel and any other out-of-pocket expenses of the Borrower or of its representatives. Those expenses listed above that are marked with an asterisk are paid by Piper and reimbursed by the Borrower. If for any reason the Bonds are not issued, the Borrower agrees to pay only those fees that are listed that have been incurred through such date as

#### Page 3

agreed to by both parties. Piper Jaffray will not seek reimbursement of its out-of-pocket expense or underwriter's counsel expense if the transaction does not close due to market conditions.

#### Disclaimer

We are providing this material to you with certain regulatory disclosures as required by the Municipal Securities Rulemaking Board. As part of our services, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting or placing. However, Piper Jaffray intends to serve as an underwriter and not as a financial advisor to you in this transaction; and the primary role of Piper Jaffray is to purchase securities for resale to investors or arrange for the placement of securities in an arm's-length commercial transaction between you and Piper Jaffray. Piper Jaffray has financial and other interests that differ from your interests.

This Agreement will be governed by, and construed in accordance with, the laws of the State of Utah, without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The Borrower and the Underwriter each hereby irrevocably waive any right they may have to a trial by jury in respect of any claim based upon or arising out of this Agreement or the transactions contemplated hereby.

#### Termination

The term of this Agreement shall begin on the date of execution set forth below and shall expire when all of the Bonds have been issued. Either party has the right to terminate this engagement at any time by specifying the date of termination in a written notice delivered to the other party at least sixty days before the termination date. In the event the Borrower terminates this engagement, Piper will be entitled to the expenses listed above that have been incurred through such date. Until such time as this agreement is terminated, both parties agree to work in good faith on a best efforts basis toward a successful offering of the proposed Bonds.

This Agreement may not be modified except in writing and executed by both the Borrower and Piper.

Very truly yours.

Bruce Sorensen

Managing Director

AGREED for and on behalf of Lakeview Academy on this 26 day of April, 2012.

By:

Its:

Board President, Lakeview Academy





Proposal Title: Blue Sky Program - Solar Panel Grant

**Submitted by: Richard Veasey** 

**Sponsoring Administrator: Richard Veasey** 

#### Proposal Abstract/details:

This proposal is to apply for a solar panel grant. It is estimated to save the school \$2000-\$3000 a year and requires us to pay no fees. It will be fully funded by the Blue Sky Program of Rocky Mountain Power. If awarded the grant we will have Wasatch Sun install our panels and do all work related. As part of the grant we are to display a 42inch lcd screen in a place of our choosing that displays the details of how our panels are helping the earth. It displays data, like watts stored, trees saved, etc. Data that teachers could use in instruction and we can display on our website. I will be required to conduct a phone interview with the Blue Sky program. They ask that we join their Blue Sky program by enrolling for \$15 a month (this fee goes towards creating other grants for other schools and organizations). Minimal reporting is expected and includes a final report from me after the project is completed. We also are to hold a ribbon cutting event. The grant writer for this project would plan this event for LVA and keep it simple.

#### Please provide information to the following questions:

1) Proposal supports the charter by..?(Please site reference page)

Helping us contribute in our community and reduce our carbon foot print. Give students applicable data to provide hands on learning.

- 2) Proposal supports ends policy
  - a. \_\_\_\_Global Ends Policy
    b. \_X \_ Language Arts and Mathematics Ends Policy
    c. \_X\_Science, Arts, and Technology Ends Policy
    d. \_\_\_Enrollment Ends Policy
    e. \_X\_Parent Satisfaction Ends Policy

It supports this ends policy by...

Giving us applicable ways to study LA, Science, Math and Technology.

- 3) Are funds being requested? If so how much and from what budget category?  $N_{\rm O}$
- 4) Does this replace a current program or policy? If so, please attach a redline version of requested changes.

No, but will help reduce our power bill.

- 5) If a new program/policy, please attach the policy or program proposal.
- 6) Please attach any other options that may be considered.
- 7) Please attach any relevant information and all supporting documentation

April 19, 2012

EMI Health 852 East Arrowhead Lane Salt Lake City, UT 84102

To Whom It May Concern:

Lakeview Academy hereby designates R. Brent Bennett and Spectra Management, L.L.C as Agent of Record, effective May 1,

**2012**, with respect to insurance product(s) purchased from EMI Health. In making this designation it is requested that you pay any and all commissions and/or fees payable from the effective date forward to R. Brent Bennett. It is understood that R. Brent Bennett is the exclusive representative to act on our behalf to

- 1. Solicit insurance proposals from you, and
- 2. Review proposals and make recommendations assisting us in achieving our goals.

I hereby represent to your firm that in issuing this Agent of Record Letter, R. Brent Bennett has not given, paid, provided or promised any benefit, inducement, or compensation in any form other than services directly supporting your insurance products. Further, no representation has been made that R. Brent Bennett can obtain a premium rate more favorable to our company than is available through any other appointed agent for the same coverage, benefit, or program.

I realize that the terms and conditions of this appointment will be subject to EMI Health's specific contractual requirements, as well as your normal agent appointment procedures.

Any questions about our coverage or proposed benefit changes, as well as any fees and commissions

should be directed to: R. Brent Bennett

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This Agent of Record rescinds any prior appointments of agent/agency with respect to this coverage and shall remain in effect until revoked or replaced in writing.

Sincerely,

Lakeview Academy Bot Agenda May 3, 2012 Supporting Documents

[Client's Signature]	[Date] [Client's Printed Name] [Title]
[Client Group #]	
R. Brent Bennett and Spectra Manageme confirms the representations made herein.	ent, L.L.C. hereby accepts the designation set forth above and
[Agent's Signature]	[Date]



# Spec**tr**a management

Professional Services
Agreement



"Redefining the role of an advisor."

Encoder Management LLC   805 Wes	at Denote a Daire   Court   Lond	I   114-1-   84005	900 200 2070   T. 901 3	227 7205   E. 201 227 7212	1
Spectra Management, LLC   895 Wes spectrabenefits.com	t Baxter Drive   South Jord	ian   Utan   84095	800.269.2878   1: 801.3	527.7205   F: 801.527.7218	www.
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This agreement for Professional Services, hereinafter referred to as "Agreement" is entered into this May 1, 2012 by and between Lakeview Academy ("Client"), with its principle place of business at 527 W 400 N, Saratoga Springs, UT 84045 and Spectra Management, LLC. ("Consultant"), with its principle place of business at 895 West Baxter Drive, South Jordan, Utah, 84095. Client and Consultant are sometimes collectively referred to herein as the "Parties".

WHEREAS, Client wishes to engage Consultant to provide strategic benefit planning, design, administration and communication with respect to employee benefit programs.

WHEREAS, Consultant shall expend substantial resources in connection with the analysis of client's current programs; providing recommendations for benefit analysis, establishment of HR and Employee Benefit Portals, design and production of employee benefit booklets, customized enrollment forms (as applicable), renewal changes and ongoing administrative service and support in connection with Client's employee benefit program.

WHEREAS, Consultant's source of compensation for services provided in this Agreement shall be paid by commissions, contingents and bonuses paid by Insurance Companies or other providers of benefits under Client's programs as outlined in Exhibit 2.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

- Effective Date: Unless modified by this Agreement between the Parties, the date upon which
  performance shall commence shall be the date of this agreement.
- 2) Appointment of Consultant. Client hereby appoints Consultant as its Benefits Advisor for the following: group health insurance, dental insurance, vision insurance, life / AD&D insurance, disability, voluntary and other components of Client's health and welfare benefits program for existing employees, retired employees and officers of the company. The parties hereto understand that Consultant may provide such services through either established insurance programs, self insurance or self funded programs or a combination of insurance and self insured programs.
- 3) <u>Term.</u> The term of this agreement is month to month, commencing on the date of this agreement ("Initial Term").
- 4) Scope of Services: A listing of the Scope of Services provided by Consultant is provided in Exhibit 1 and expanded definitions are detailed below. Sections A and B reflect Consultant's core services and are provided to clients at no additional cost. The differentiation is for the convenience of the Client in the event that they should wish to perform some or all of the services in Section B inhouse. If so, Consultant has the ability to carve those specific services from the Scope of Services for this Client and has processes in place to support their efforts. Section C services are not automatically included, however, Consultant has favorable relationships in place with third-party vendors that have proven to provide excellent service and value to their Clients as an additional

Lakeview Academy Bot Agenda May 3, 2012 Supporting Documents 93 of 145 purchased service.

#### a) Section A - Core Services

#### i) Advisory Management

- (1) <u>Strategic Benefits Planning.</u> Consultant shall assist Client with developing overall strategic plan benchmarks and targets to ensure the plan meets objectives of Client. Consultant shall review employee benefit issues, benefit funding alternatives, proposal reviews, make recommendations for budgeting and forecasting, employee contribution rates, COBRA rates and monitor program costs against expectations. Consultant shall provide legislative updates and health care reform updates and their potential impact on the Client, whether financial or administrative. Consultant shall propose benefit designs for Client to assess. Consultant shall recommend changes in the Benefit Programs which reflect Client objectives.
- (2) Vendor Management. Consultant shall assess vendor performance and manage vendor relationships to provide appropriate program administration consistent with the designed benefit program. Consultant shall negotiate on behalf of Client all vendor contracts with insurance vendors and prepare all document s required to solicit proposal from said vendors.

#### ii) Account Management

(1) Administrative Services. Consultant shall assist Client in resolution of any billing, enrollment, and termination problems with Third Party Administrator and/or Insurance Providers. Consultant shall assist employees of Client with unresolved benefit plan claims issues with the Third Party Administrator, physicians or hospital, and insurance providers in accordance with HIPAA regulations. Consultant shall assist in program communication, employee meetings and plan presentation at renewal meetings, newhire orientations or as requested by the Client as selected per Service Agreement.

#### iii) Client and Employer Communication

(1) Benefit Communication. Consultant shall establish web based HR and Employee Benefit Portals for ease of access by the Client Benefit Administrator and the participants to access all forms, enrollment materials, benefit summaries of all products offered and links to all participating vendor sites and tools. Consultant provides web based HIPPA compliant secure file transfer, and distribute bi-monthly newsletter to Client. Consultant employs a team approach in Client management with a dedicated Relationship Manager who is responsible to work with the Client and provide full team support including new hire orientation, assistance with claim and billing resolution, web site and benefits education.

#### $iv) \ \ \underline{Compliance}$

(1) Compliance & Legislative. Consultant shall comply with all regulatory, notification and privacy rules as prescribed by Federal, State and Local Code. Consultant communicates legislative and Health Care Reform updates to Clients as they occur regarding financial and administrative impact. Consultant holds Client Insight Forums

Lakeview Academy Bot Agenda May 3, 2012 Supporting Documents

several times annually to provide	education on relevant Employee Benefits Issues. All	
Clients receive a full subscription t	to HR360®. HR360® is a robust web based resource for	
Chefits receive a full subscription (	to fix300%. Hx300% is a fobust, web based resource for	
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	Page <b>96</b> of <b>145</b>	



Human Resource professionals providing tools, forms, compliance support, tutorials and guidance for Human Resource related questions and challenges.

#### b) Section B - Core Services with Optional Delegation

Some Account Management, Client and Employer Communication, and Compliance services may be elected at the Client's discretion. Some of these services include items such as the handling of all enrollments and terminations, and new-hire tracking, full-service COBRA administration. Customized benefit enrollment forms and Summary Plan Description (SPD) Wrapper preparation is available for Clients with more than 50 employeess. In the event that the Client has no preference or neglects to identify delegation, Consultant will assume responsibility for the task.

#### c) Section C-Additional Services Offered - Fee Based

Some services such as Section 125, HRA, HSA administration and testing, and 5500 preparation and filing may require an additional fee unless otherwise indicated in the Agreement. Section C services are not automatically included, however, Consultant has favorable relationships in place with one or more third-party vendors that have proven to provide excellent service and value to their Clients as an additional purchased service. These vendors are suggestions only and the Client is not obligated to use or purchase their services as a condition of this Agreement.

- d) <u>Outside Vendor Services.</u> Some services may be performed by Consultant, Consultant's employees or outsourced to one or more qualified vendors selected by Consultant.
- e) <u>Security & Privacy.</u> Consultant shall provide for secure email document transmission through encryption in accordance with state and federal laws. No Client information shall be sold to another individual or entity or used for any purpose outside of this relationship. It is the Consultant's intent, policy and mission statement to conduct all business and monitor all systems as is necessary to maintain ongoing compliance with the requirements of the Privacy Rule and the Health Insurance Protability and Accountability Act of 1996, Pub. L. No. 104-191. Therefore, the Consultant agrees to indemnify, defend and hold harmless the Client from any misuse, misappropriation or negligent disclosure of Client's employees' personal information.
- f) Record Keeping. Consultant shall maintain accurate and current files including but not limited to client's insurance policies and correspondence in accordance with industry standard record retention and Division of Insurance requirements or as otherwise directed by Client.
- g) <u>Personnel</u>. Consultant shall assign its personnel according to the needs of the Client and according to the disciplines required to complete the appointed tasks in a professional manner. Consultant retains the right to substitute personnel with reasonable cause.

#### 5) Duties of Client:

a) Client will remit payment of all premiums to insurer in a timely manner so that insurer may thereafter timely forward commissions to Consultant in accordance with the remittance guidelines established for each specific product in the program.



- b) Client shall provide Consultant with necessary Agent/Broker of Record Letters and maintain Consultant as authorized Agent/Broker of Record for the term of this agreement on all Benefit Programs.
- c) Client shall provide or authorize Consultant to obtain all employee and business demographic information, plan designs and booklets, premium billing statements, insurance and other related contracts, and other information necessary to perform their duties.
- d) Client shall provide accurate information relating to the Client, the Client's employees, new hires, terminations, and any qualifying events or status changes relevant to the benefits plan or COBRA in a timely matter.
- e) Client and its employees shall report service related issues in a timely manner.
- f) Client shall provide notice of any major changes in business structure or organizational structure.
- g) Client is responsible for review and verifying correctness of Client data submitted to insurance carriers and Consultant.
- h) If applicable, Client is responsible for all COBRA events prior to this agreement.
- 6) <u>Compensation:</u> Commissions and fees (Service and Fee Agreement, Exhibit 2) are payable in monthly installments and Consultant agrees to arrange for said fees & Commissions to be collected by vendors or build them into premium payments made to vendors. Upon mutual agreement between Consultant and Client, additional programs and services shall be provided on a project specific basis with services and fees agreed upon in writing.
- 7) Termination. Client may cancel this agreement after completion of the Initial Term of Service. To cancel this agreement Client must submit written notice of cancellation to Consultant within thirty (30) days of the Initial Term or Renewal Term end date and include the following information: Company name; reason for cancellation and effective date of cancellation. This agreement may be terminated at anytime by mutual written agreement of both parties.
- 8) <u>Severability</u>. Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.
- 9) Legal Fees. Should any party default in or be in breach of any of the covenants, agreements, representations or warranties herein contained, the non-defaulting party or the non-breaching party (in the event litigation is commenced with respect to said default or breach, the prevailing party) shall be entitled to all costs and expenses, including reasonable attorney's fees, whether litigation has been commenced or not, which may arise or accrue from enforcing any of the terms of this Agreement, terminating this Agreement, or pursuing any remedy provided hereunder or by applicable law.

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- 10) Governing Law. Irrespective of its place of execution or performance, this Agreement shall be construed and enforced in accordance with the laws of the State of Utah.
- 11) Modification; Entire Agreement. This Agreement, its Scope of Services (Exhibit 1) and the Service and Fee Agreement (Exhibit 2) and any agreements executed in connection herewith or therewith, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. This Agreement may be modified only by a writing signed by both Parties.
- 12) <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 13) Counterparts and Facsimile Signatures. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who signed it. A facsimile signature by any Party shall be acceptable and shall result in this Agreement being valid and enforceable against such Party.
- 14) <u>Insurance.</u> Consultant at its sole expense shall procure and maintain for Spectra Management and its employees for the duration of this agreement the following types and limits of insurance:

Errors and Omissions Liability \$1,000,000 per occurrence Workers Compensation \$1,000,000 per accident Commercial Liability \$1,000,000 per occurrence

- 15) Non-Disclosure. Neither the terms and provisions of this contract nor the value-added services provided by Consultant shall be disclosed by Client to any producer, broker, consultant, insurer, benefits outsourcing firm, or any other person or entity who is affiliated with such or otherwise deemed a competitor, except as required by law.
- 16) Mutual Non-Solicitation. During the term of this Agreement, and for a period of six (6) months thereafter, neither party will solicit for employment any employees of the other party or its affiliates who, within six (6) months prior to such solicitation: (a) directly performed under this Agreement, (b) had substantial contact with the hiring party in relation to this Agreement, or (c) the hiring party became aware of due to, or derived from information learned through the performance of, this Agreement.
- 17) <u>Signatory Authority.</u> Consultant and Client each represent and warrant that the person signing this agreement has the authority to do so and is acting within the scope of his or her authority.



 $18) \ \underline{Execution.} \ \ \hbox{IN WITNESS WHEREOF, the parties have executed this agreement on this $May\,1,2012.}$ 

Consultant"		"Client"	
Spectra Management, LLC		Lakeview Academy	
Signature	:	Signature:	
Name:	R. Brent Bennett	Name:	
Title:	President/Principal Advisor	Title:	
Date:		Date:	

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## **EXHIBIT 1**

## SCOPE OF SERVICES

Section A – Core Services				
Advisory Management				
Annual Plan Review & Design Recommendations	~			
Rate and Benefit Renewal Negotiations	~			
Renewal, Budget and Health Care Compliance Forecast	~			
Insurance Carrier and Network Comparison	~			
Employer / Employee Impact Evaluations	~			
Vendor Relationship Management	~			
Vendor Performance Assessments	~			
Account Management				
Dedicated Relationship Manager with Full Team Support	~			
Open Enrollment Meetings	~			
Assistance with Employee Claim Resolution	~			
Billing Assistance	~			
Client and Employer Communication				
Web-based HR and Employee Benefit Portals	~			
Web-based HIPPA-Compliant Secure File Transfer	~			
Customized Benefit Enrollment Booklets Including Regulatory Compliance Notices	~			
Spectra Insight Bi-monthly Newsletter	~			
Compliance				
Regular Health Care Reform & Compliance Updates	~			
HIPPA Compliance Assistance	<b>✓</b>			
Subscription to HR 360	~			

Section B – Core Services with Optional Delegation				
Account Management	Spectra	Client		
New Hire Orientation				
Manage All Employee Benefit Enrollments	~			
Manage Terminations				
Client and Employer Communication	Spectra	Client		
Customized Hard-Copy Benefit Enrollment Kits				
Online Benefit Enrollment and New-hire Tracking				
Customized Benefit Enrollment Form – (Group Sizes 50+)	~			
Compliance	Spectra	Client		
Full-Service COBRA Administration				
Online COBRA Document Archive				
Summary Plan Description (SPD) Wrapper Preparation – (Group Sizes 50+)				

#### Section C - Additional Services Offered- Fee Based

Section 125 / HRA / HSA Adiministration & Testing Preferred Vendor National Benefit Services

Lakeview Academy Bot Agenda May 3, 2012

5500 Preparation and Filing Preferred Vendor Wrangle 5500 n/a
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### Service and Fee Agreement

This "Service and Fee Agreement", is a part of the ("Professional Services Agreement") executed **May 1, 2012,** and is between **Spectra Management, LLC**, a Utah Limited Liability Corporation, located at 895 West Baxter Drive, South Jordan, Utah, 84095 ("Consultant") and **Lakeview Academy,** located at 527 W 400 N, Saratoga Springs, UT 84045, ("Client").

Fee & Commission Schedule

Group Medical Insurance	Standard Commission
Group Dental Insurance	Standard Commission
Group Vision Insurance	Standard Commission
Group Disability Insurance	Standard Commission
Voluntary Insurance Programs	Standard Commission

#### Com missi

ons

Commissions shall be paid through a direct relationship with the vendor at standard commission levels under the current contract allowed by the vendor providing the coverage is elected by Client.

This Agreement is effective only upon execution by Consultant and Client. Each party hereto warrants and represents that this Agreement constitutes they acknowledge the commission disclosure. Consultant will work directly with the carriers to provide Schedule A disclosure to provide an accounting for all compensation paid through the term of this agreement.

Consultant may receive bonuses and contingent commissions from vendors in addition to any fees being collected for any and all programs.

Academy	rianagement, LLC	Lakeview	
Signature	:		
	Signature: Name:	R.	
Brent		Bennett	
	Name:		
Title:	President/Principal Advisor	Title:	
Date:		Date:	





Policy Type: Required Policy Policy Name: Bulling and Hazing Effective Date: June 3, 2010

#### **Definitions**

- A. "Bullying" means intentionally or knowingly committing an act that:
  - 1. endangers the physical health or safety of a school employee or student;
    - a. involves any brutality of a physical nature such as whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;
    - b. involves forced or involuntary consumption of any food, liquor, drug, or other substance:
    - c. involves forced or coerced actions or activities of a sexual nature or with sexual connotations;
    - d. involves other physical activity that endangers the physical health and safety of a school employee or student; or
    - e. involves physically obstructing a school employee's or student's freedom to move; and
  - 2. is done for the purpose of placing a school employee or student in fear of:
    - a. physical harm to the school employee or student; or
    - b. harm to property of the school employee or student.
  - 3. The conduct described above constitutes bullying, regardless of whether the person against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.
- B. "Hazing" means intentionally or knowingly committing an act that:
  - 1. endangers the physical health or safety of a school employee or student;
    - a. involves any brutality of a physical nature such as whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;
    - b. involves consumption of any food, liquor, drug, or other substance;

- c. involves forced or coerced actions or activities of a sexual nature or with sexual connotations:
- d. involves other physical activity that endangers the physical health and safety of a school employee or student; or
- e. involves physically obstructing a school employee's or student's freedom to move; and
- 2. is done for the purpose of initiation or admission into, affiliation with, holding office in, or as a condition for, membership or acceptance, or continued membership or acceptance, in any school or school sponsored team, organization, program, or event; or
- 3. if the person committing the act against a school employee or student knew that the school employee or student is a member of, or candidate for, membership with a school, or school sponsored team, organization, program, or event to which the person committing the act belongs to or participates in.
- 4. The conduct described in above constitutes hazing, regardless of whether the person against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.
- C. "Cyberbullying" means the use of email, instant messaging, chat rooms, cell phones, or other forms of information technology to deliberately harass, threaten, or intimidate someone for the purpose of placing a school employee or student in fear of:
  - 1. physical harm to the school employee or student; or
  - 2. harm to property of the school employee or student.
- D. "Retaliate" means an act or communication intended:
  - 1. as retribution against a person for reporting bullying or hazing; or
  - 2. to improperly influence the investigation of, or the response to, a report of bullying or hazing.
- E. "School" means any public elementary or secondary school or charter school.
- F. "School board" means:
  - 1. a local school board; or
  - 2. a local charter board.

#### G. "School employee" means:

- 1. school teachers;
- 2. school staff;
- 3. school administrators; and
- 4. all others employed or authorized as volunteers, directly or indirectly, by the school, school board, or school district.

#### II. Purpose

The purpose of this policy is to eliminate all types of bullying and hazing by and against students and employees of the ABC School District/ABC Charter School. This will be accomplished through awareness efforts, training, identification, and disciplinary action (both students and employees) against those who violate this Policy. A secondary purpose is to provide clear standards and a safe and accessible reporting process for victims of bullying and hazing.

#### III. Publication

A copy of this policy shall be included in student conduct handbooks, employee handbooks, and available on the Lakeview Academy School website.

#### IV. Prohibitions

- A. No school employee or student may engage in bullying or cyberbullying a school employee or student;
  - 1. on school property;
  - 2. at a school related or sponsored event
  - 3. on a school bus
  - 4. at a school bus stop; or
  - 5. while the school employee or student is traveling to or from a location or event described above.
- B. No school employee or student may engage in hazing a school employee or student at any time or in any location.
- C. No school employee or student may engage in retaliation against:
  - 1. a school employee;
  - 2. a student; or

- 3. an investigator for, or witness of, an alleged incident of bullying, cyberbullying, hazing, or retaliation.
- D. No school employee or student may make a false allegation of bullying, cyberbullying, hazing, or retaliation against a school employee or student.

#### V. Actions Required of Each School

- A. Each school shall establish and publish in a handbook or other readily available format:
  - 1. procedures allowing for anonymous reporting of bullying, hazing, or retaliation;
- 2. names and positions of persons responsible for taking, investigating, and responding to reports of bullying, hazing, or retaliation. At least two school employees (preferably one male and one female) in appropriate positions of authority shall be identified to receive reports.
- B. In addition to the published procedures and notification above, each school shall establish procedures and plans for:
- 1. involving parents or guardians of a perpetrator or victim of bullying, hazing, or retaliation in the process of responding to, and resolving, conduct prohibited in this Policy;
- 2. referring a victim of bullying or hazing to counseling following parental notice and consent:
- 3. to the extent permitted by federal and state law, including the federal Family Educational Privacy Right Act of 1974, as amended, informing the parents or guardians of a student who is a victim of bullying or hazing of the actions taken against the perpetrators of the bullying or hazing;
- 4. publicizing this policy, preferably including electronic publication and availability, to school employees, to students, and parents/guardians of students; and
- 5. training school employees and students to recognize and prevent bullying, hazing, or retaliation.

#### VI. Actions Required if Prohibited Acts are Reported

- A. Each reported complaint shall include: (1) name of complaining party; (2) name of offender (if known); (3) date and location of incident(s); (4) a statement describing the incident(s), including names of witnesses (if known).
- B. Each reported violation of the prohibitions noted previously shall be promptly investigated by a school administrator or an individual designated by a school administrator. Formal disciplinary action is prohibited based solely on an anonymous report of bullying, hazing, or retaliation.

- C. Verified violations of the prohibitions noted previously shall result in consequences or penalties. Consequences or penalties may include but are not limited to:
- 1. student suspension or removal from a school-sponsored team or activity including school sponsored transportation;
  - 2. student suspension or expulsion from school or lesser disciplinary action;
  - 3. employee suspension or termination for cause or lesser disciplinary action;
  - 4. employee reassignment; or
  - 5. other action against student or employee as appropriate.
- D. Actions must also include, as appropriate:
  - 1. procedures for protecting the victim and other involved individuals from being subjected to:
    - a. further bullying or having, and
    - b. retaliation for reporting the bullying or hazing.
- 2. prompt reporting to law enforcement of all acts of bullying, hazing, or retaliation that constitute suspected criminal activity.
- 3. prompt reporting to the Office of Civil Rights (OCR) of all acts of bullying, hazing, retaliation that may be violations of student(s)' or employee(s)' civil rights.
  - 4. procedures for a fair and timely opportunity for the accused to explain the accusations and defend his actions prior to student or employee discipline.
- 5. procedures for providing due process rights under Section 53A-8-102 (licensed staff), local employee discipline policies or Section 53A-11-903 and local policies (students) prior to long term (more than 10 day) student discipline or employee discipline.

#### VII. Training

- A. The training of school employees shall include training regarding bullying, hazing, and retaliation.
- B. To the extent possible, programs or initiatives designed to provide training and education regarding the prevention of bullying, hazing, and retaliation should be implemented.
- C. In addition to training for all students and school employees, students, employees, and volunteer coaches involved in any extra-curricular activity shall:
  - 1. participate in bullying and hazing prevention training prior to participation;

2. repeat bullying and hazing prevention training at least every three years;

3 be informed annually of the prohibited activities list provided previously in this Policy and the potential consequences for violation of this Policy.

#### Certification

The Undersigned officers and or directors of Lakeview Academy certify that this Bulling and Hazing was duly adopted as of June 3, 2010 and replaces all previous Bulling and Hazing Policies.

Signature: _	April Thomspon			
Print Name:	April Thomspon			
Title:	Board	Vice		President
			<del></del>	
Signature:	Alan Daniels			
Print	Name:		Alan	Daniels
Title:	Board Member			





Policy Type: Required Policy

Policy Title: Code of Conduct/ Discipline Policy

Proper discipline and order are essential to the accomplishment of our goals as a school. Lakeview Academy believes in and adheres to the <u>Love and Logic</u> approach to school discipline. Rules and expectations covered in this section are designed to meet the following goals:

- 1. Maintain an orderly school operation.
- 2. Maintain optimal learning opportunities for students. School facilities and classrooms must be free of behaviors that interfere with teaching and learning.
- 3. Help students develop skills and behaviors necessary for healthy social interaction, both present and future.
- 4. Help students learn how their decisions affect the quality of their lives and others.
- 5. Help students develop responsibility and character.

#### Core Beliefs that Guide Enforcement of School Rules and Expectations

Each student is a unique individual with unique personal, social, and educational needs. As a result, every disciplinary situation is unique in nature. Consequences for misbehavior provide the best learning value when matched to the unique student and the unique situation. The odds for children learning from their mistakes increase dramatically when children see a reasonable connection between their behavior and the resulting consequences.

The Lakeview Academy school staff dedicates itself to following a set of core beliefs that provide a guide for dealing with student discipline. These core beliefs guide our attempts to individualize disciplinary procedures and to help students see reasonable connections between their behavior and the resulting consequences.

Since these core beliefs provide the guiding light for our professional decisions, the staff encourages parents to bring concerns and questions to us in the event that we operate in ways that appear to be inconsistent with these core beliefs.

#### Lakeview Academy Staff Core Beliefs

1. Every attempt will be made to maintain the dignity and self-respect of both the student and the teacher.

- 2. Students will be guided and expected to solve their own problems, or the ones they create, without creating problems for anyone else.
- 3. If a student cannot solve a problem, or they choose not to, staff members will impose upon them an appropriate consequence.
- 4. Students will be given opportunities to make decisions and live with the consequences, be they good or bad.
- 5. Misbehavior will be handled with natural or logical consequences instead of punishment, whenever possible.
- 6. Misbehavior will be viewed as an opportunity for individual problem solving and preparation for the real world as opposed to a personal attack on school or staff.
- 7. Students are encouraged to request a due process hearing whenever consequences appear to be unfair.
- 8. School problems will be handled by school personnel. Criminal activity will be referred to the proper authorities.

To follow is a list of general school rules. It is impossible to create an allinclusive list of rules, so please keep our core beliefs in mind as school rules and proper behavior are discussed or considered.

#### **School Rules**

- · Cell phones must remain off and put away during school hours
- Electronic toys and games are not allowed on campus
- Be polite and courteous at all times
- Stay on school grounds during school hours unless with permission and supervision of a parent, guardian or teacher
- Walk bikes while on school grounds, carry skateboards
- Take care of school property and respect the property of others
- Observe the dress code
- Come to class prepared, follow directions and fully participate
- Keep hands and feet to yourself at all times
- No food or drink allowed in class (except a clear water bottle). No gum allowed on campus
- Bringing weapons or facsimile weapons of any type to school is absolutely prohibited
- Lakeview Academy will adhere to all state and federal laws

If an offense requires disciplinary action, parents will be notified. If the nature of the offense is serious, or a pattern of inappropriate behavior develops, school administration will become involved.

# The following violations will result in immediate referral of the student to school administration:

- Weapons-possession (intent to cause injury, or intimidation with any type of weapon, firearm, knife, or other object which is capable of causing bodily harm.)
- Defiance of school authority (1-willful, open or continued disobedience 2-use of profanity, vulgarity, insults, or obscenities toward school employees)
- Improper behavior at school sponsored extra-curricular events whether they be on or off campus
- Assault of either a student or an adult
- Harassment/Bullying (refer to Bullying/Hazing policy)
- Gang activity-Wearing clothing with gang affiliation, making gestures or signs that symbolize gang membership or engaging in any type of behavior that condones or suggests support of gang activity
- Failure to adhere to the terms of the acceptable computer use agreement
- Throwing objects that have the potential to cause bodily harm or cause damage to property
- Possession, use, or sale of drugs
- Stealing or vandalism of private or school property
- Severely disruptive behavior that infringes upon the educational rights of other students

#### Certification

The undersigned officers and or directors of Lakeview Academy certify that this Code of Conduct Discipline Policy was duly adopted as of June 30, 2011 and replace all previous Code of Conduct Discipline Policies.

Signature: _	<u>Tina Smith</u>	
Print Name: _	<u>Tina Smith</u>	_
Title:	Board President	
Signature:	Justin Turner	
	Justin Turner	
Title:	Board Member	



Policy Type: Required Policy
Policy Title: Extracurricular Policy
Effective Date: January 6, 2011

The Board of Trustees recognizes the importance of offering a comprehensive, balanced school program to all Lakeview Academy students. Extracurricular activities which are designed to enhance the total development of the student - mental, physical, social, and emotional - shall be available. Reasonable rules and regulations which govern the eligibility of students are established to ensure that participation in extracurricular activities does not interfere with the academic achievement of participating Lakeview Academy students.

#### A. Generally

Student activities are extracurricular and supplement the regular school curriculum. Student activities are voluntary and do not carry credit toward graduation. They take the form of special interest groups, honor societies, athletic teams and other extensions of classroom work. All extracurricular activities are designed to develop capable, confident, and contributing members of society. Extracurricular activities and the eligibility requirements shall be approved by the Board of Trustees. All student organizations and activities shall be under the direct supervision of the school director(s) or a designee, and shall supplement the regular program of the school. They should be evaluated periodically to ensure that interruption of the instructional programs are avoided. Lakeview students should not be permitted to engage in such organizations and activities to the detriment of their classroom work.

#### B Categories

Extracurricular activities are divided into four general categories:

- 1. Interscholastic and intramural athletics.
- 2. Activities stemming directly from classroom studies. Examples are but not limited to student government, musical productions, band, dramatics, debate, the school newspaper and literary publications.
- 3. Activities designed to promote interest in academic achievement and/or specific subject areas. Examples are but not limited to the National Honor Society and subject matter organizations.
- 4. Activities which promote general educational goals and are school-oriented. Examples are but not limited to service and special interest clubs.

#### C. Access to Extracurricular Activities

Access to and participation in extracurricular activities shall be open to all Lakeview Academy students as provided in state and federal regulations, and school board policy.

#### D. Supervision

The administration shall appoint qualified members of the faculty, or in the absence of qualified faculty members, may appoint qualified community members who are PALS II certified as sponsors for each activity. The sponsor shall be responsible for the guidance and general supervision of the activity and shall ensure that all actions conform to school policies and regulations and state law. **The supervisor will ensure that all students have been properly picked up before leaving the school grounds**. School policy and fees regarding late pick up will apply for all extracurricular activities.

#### E. Team Practice/Club Rules

Coaches and sponsors will establish and submit team/club rules and regulations using the extracurricular activities form to the Director(s) for approval. The extracurricular activities form will need to be filled out each year and will be kept on file in the office.

#### F. Permission by School Director

The actions and activities of each organization must be approved by the school director by submitting the proper activities form.

#### G. Financial Support

The school sponsored extracurricular activities named in Section B-1 and B-2 may receive partial financial support. Transportation may be provided, or the cost of transportation may be paid from appropriated funds. An estimate of funds required for each activity shall be submitted to the school director for approval prior to February 1st of the previous school year. This estimate shall be submitted by the sponsor of the activity for inclusion in the individual school budget.

The school sponsored extracurricular activities covered in Sections B-3 and B-4 should be financially self-supporting. School transportation for these activities, however, may be requested. If it cannot be provided, then vehicle transportation may be by commercial means, or by private car under regulations established for such use.

#### G. Parental Permission

Lakeview Academy Bot Agenda May 3, 2012 Supporting Documents In each instance when an organization schedules an activity after school or away from school parents will be notified and written permission obtained.

#### H. Fraternities and/or Sororities

Fraternities, sororities or any clandestine organization shall not be permitted in the school division. The director shall inform students that activities associated with such organizations shall be prohibited at school.

I. Lakeview Academy Student Participation

Lakeview Academy students involved in extracurricular activities at Lakeview Academy should recognize that their selection and/or participation is a **privilege not a right**. As with all privileges, there are responsibilities a student accepts when he/she agrees to become a member of an athletic team and/or club. The athletic staff, faculty and sponsors are extremely proud of their students and their accomplishments. These students represent the level of excellence that has become synonymous with Lakeview Academy. Specific guidelines for Lakeview students assist them in maintaining exemplary behavior both on and off the field and in and out of school. Participation in extracurricular activities is dependent upon compliance with all applicable rules and regulations. A minimum requirement for all students for participation is good citizenship. Students are expected to abide by all school, team and club rules, policies and regulations, and to comply with all state laws.

#### A. Grade Requirements

A student must have a 2.0 GPA and not be failing any class. A student who has failed to meet the minimum requirements set forth shall be ineligible for participation in games, concerts, club meetings, etc. until grades meet the requirements. Attendance at practice is not prohibited. The administration will set up a written procedure for checking grades so that they are checked consistently through all extracurricular programs. This procedure will be distributed to parents

#### **B.** Class Attendance

- 1. Students must attend all scheduled classes on the day of a competition/activity to be eligible to participate in extracurricular activities that day. Exceptions must be cleared through the director **AND** your coach/sponsor notified.
- 2. Classroom behavior is expected to be good. Poor behavior, class disruptions and/or teacher referrals may result in exclusion from an activity at the discretion of the director, coach, sponsor, or teacher.
- 3. A student who is suspended from school may not attend practice/club meeting or participate in any school-sponsored activity for the duration of the suspension and may forfeit the opportunity to play for the remainder of the season depending on the severity of the offense. This includes in-school suspension.

#### C. Court Disciplinary Action

School officials may suspend a student from participation in extracurricular activities who has been charged with a misdemeanor or felony involving violence, weapons, alcohol and/or substance abuse until disposition of the charges. The student must report the incident to the coach/sponsor. The coach/sponsor will present the facts as known to the school director whom will determine eligibility for participation. School officials may deny participation in all extracurricular activities to any student convicted or found "not innocent" of a misdemeanor involving violence, weapons, alcohol, and/or substance abuse or any felony charge. The student may appeal for reinstatement the following semester.

#### D. Hazing

Students are expected to follow both the discipline policy and the hazing policy. Any violation of either of these policies regardless of the severity the director and parent will be informed of the instance immediately. The director will then inform the Board of Trustees and the Police will be notified if needed.

(delete next section)

Lakeview Academy Bot Agenda May 3, 2012 Supporting Documents Students may not engage in hazing or other mistreatment to another student. Hazing demeaning or assaultive behavior, whether consensual or not, including behavior involving physical violence, restraint, improper touching, or inappropriate exposure of body parts not normally exposed in public setting, forced ingestion of any substance, or any act which would constitute a crime against a person or public order under Utah Law. Based on the severity persistence and effect on the victim the following may occur: warning, detention, in school suspension, 1-10 day out of school suspension, and possible referral for explosion. Regardless of the severity of the Hazing the director and parent will be informed of the instance immediately. The director will then inform the Board of Trustees and Police will be notified.

#### E. Substance Abuse:

The staff at Lakeview Academy believes that all participants in extracurricular activities should commit to a healthy lifestyle. This lifestyle includes not using alcohol, tobacco or any illegal drugs. Prior to making a determination that a student may be subject to any exclusionary consequence as a result of substance abuse, the coach or school authorities shall give the student the right to explain his or her conduct. The student with his or her parents' permission may voluntarily submit to an appropriate drug test (if applicable) to attempt to establish that he or she has not violated the drug policy. The result of any such testing shall be kept confidential, but shall be communicated to the student and his or her parent/guardian and appropriate school authorities.

#### 1. On School Grounds

The Lakeview Academy Regulation will be strictly adhered to in instances while on school grounds or while participating in school-sponsored activities.

#### 2. Off School Grounds:

In cases where there is evidence of a student in violation of the policy Lakeview administration will look into the matter and take appropriate action.

\*Please Note: In the case that a student is found in possession of tobacco, alcohol, and/or any other illegal substance, that student will face the same consequences (listed above) as one who has actually abused the above substances

#### F. Appeals process

Students and their parents/guardians may appeal decisions related to the Extracurricular
Participation Policy. The appeal process works in the following manner:
First AppealCoach/Sponsor
Second AppealDirector
Third AppealBoard of Trustees

#### Certification

The Undersigned officers and or directors of Lakeview Academy certify that this extracurricular policy was duly adopted as of June 5, 2008 and replaces all previous standardized dress code policies and PE uniform policies.

Signature: _	Alan Daniels
Print Name:	Alan Daniels
Title:	Board Member

Signature:	_ Cory Thorson	
Print Name: _	Cory Thorson	
Title:	Board Treasure	



Developing youth who are CAPABLE CONFIDENT & CONTRIBUTING

Policy Type: Required Policy
Policy Title: Fee Wavers Policy
Effective Date: September 1, 2011

To ensure the participation of all students, fees must be waived for eligible students for any class, program, or activity provided, sponsored, or supported by Lakeview Academy. Fees must be waived for the following students:

- Students eligible for free school lunch.
- Students who are in state custody or foster care.
- Students whose families are receiving public assistance through the Family Employment Program (FEP) from the Utah Department of Workforce Services.
- · Students who are receiving Supplemental Security Income (SSI).
- Students whose families are financially unable to pay because of exceptional financial burdens beyond the family's control. (These determinations are made on a case-by-case basis by school administrators.)

A fee waiver form will need to be filled out and Lakeview Academy may request documentation from parents to verify fee waiver eligibility. These documents will not be retained by Lakeview Academy Parents will be given the opportunity to review proposed alternative fee waivers, and will be able to appeal to the Board of Trustees.

The process of applying for fee wavers will be handled confidentially and without discrimination. Only school staff with a need and right to know and under the direction of the Director will be aware of student fee waiver status. Student aids will never assist in the fee waiver process.

Students who have been granted waivers or provisions in lieu of fee waivers are not treated differently from other students.

The requirements of fee waivers and availability of other provisions in lieu of fee waiver do not apply to charges assessed pursuant to a student's damaging or losing school property. Lakeview Academy may pursue reasonable methods for obtaining payment for such charge.

Early college class fees need not be waived because they are post secondary expenses. Charges for class rings, letter jackets, school photos, school yearbooks and similar articles not required for participation in a class or activity are not fees and are not subject to waiver requirements.

Current Fees:

Middle School Fees: \$95.00

Elective Fee \$20.00
Planner Fee \$5.00
Computer use fee \$10.00
Activity fee \$60.00

Art (crafts) club \$10.00 per quarter

Lakeview Academy Bot Agenda May 3, 2012

Supporting Documents

Band Club	\$10 a month
Cheer	\$25 per quarter
Chess Club	\$10.00 per semester
Cooking Club	10.00 per semester
Debate	\$10 per semester
Drama	\$20.00 per production
First Aid	\$10.00 per semester
Foreign Language	\$10.00 per semester
Geography	\$10.00 per quarter
Karate	\$35 per month
Math	\$5.00
Modern dance	\$5.00
Musical Express	\$35.00 per semester
Robotics	\$25.00
Sewing Club	\$10 per semester plus materials
Ski	\$90.00 plus rental fee
Sports team	\$50.00
Basket Ball	#50100
Soccer	
Volley Ball	
Cross Country	
Gloss Country	
Certification	
The Undersigned officers and or directors of of September 1, 2011 and replaces all previou	Lakeview Academy certify that this Fee Wavier Policy was duly adopted as Fee Wavier Policies.
Signature: Alan Daniels	
Print Name: Alan Daniels	
Title: Board Member	
Signature: Cory Thorson	
Dist Name	

Title: Board Treasure

Proposed 2012-2013 budget

	_	Budget	Budget	Change	
		FY2013	FY2012	FY12-13	Line Item Notes (expand to view if needed)
	and Support				
	l Sources				
1500	Income-Interest Income	850	4,000	(3,150)	
1610	Income- Lunch Fee Student	80,000	75,000	5,000	
1620	Income- Lunch Fee Non Students	-	500	(500)	
1700.A	Income- Activities- Student Pr	23,000	10,000	13,000	
1700.B	Income- Activities- SAC	10,000	10,000	-	
1700.C	Income- Activities- Field Trip	-	-	-	
1700.D	Income- Student Fees 7-12	11,375	4,000	7,375	
1700.E	Income-Student Government (Elem)			,	
1700.F	Income-Student Government (MS)	2,000			
1700.G	Income-Student Government- Orphanage	,			
1900	Income- Other	_	-	-	
1910	Income- Rentals	_	_	_	
1920.A	Income- Corporate Donations				

			-	-	ı	
	1920.B	Income- Cash Donations	10,000	-	10,000	Possible Fiel Trip Donations
	1930	Income- Fundraising	-	5,000	(5,000)	Split betwee Student activities/Sa
	1960	Income-Background Checks	1,000	1,000	-	
Total Local						
Sources			138,225	109,500	28,725	
State S	 Sources- Mi	nimum School Program				
	3010	Income- K-12 Regular WPU	2,182,088	1,814,808	367,280	
	3020	Income- Professional Staff	117,833	98,000	19,833	
	3105	Income- SpEd Add-on	192,527	190,116	2,411	
	3110	Income- SpEd Self-Contained	-	79	(79)	
	3120	Income- SpEd Extended Year	4,011	2,343	1,668	
	3125	Income- Special Ed State Programs	-	-	1	
	3155	Income- Career and Tech- Add- On	4,446	4,446	-	
	3211	Income- EHS Gifted and Talented	2,910	2,833	77	
	3212	Income- Advanced Placement	-	-	-	
	3215	Income- Enhancement for At- Risk	20,089	12,622	7,467	
	3230	Income- Class Size Reduction K-8	•		·	

			179,913	171,702	8,211	
	3410	Income- Flexible Allocation				
			26,643	24,344	2,299	
	3520	Income- School LAND Trust				
			35,640	29,778	5,862	
	3719	Income- Charter School Local				
		Replacement	1,455,210	1,226,449	228,761	
	3725	Income- Charter School Admin				
		Costs	85,100	72,700	12,400	
	3770	Income- State Liquor Control				
		Tax	22,273	19,201	3,072	
	3772	Income- CTE Safe and Drug Free				
			-	-	-	
	3799	Income- UPASS				
			2,087	1,799	288	
	3805	Income- K-3 Reading				
		Achievement	21,415	26,554	(5,139)	
	3810	Income- Library Books & Electr				
			715	603	112	
	3882	Income- Teachers Mat & Supp				
			7,050	6,282	768	
	3876	Income- Educator Salary Adjust				
			225,238	183,819	41,419	
	3878	Income- Extended Year SpEd				
			-	1,115	(1,115)	
	3900	Income- Other State Income				
TD + 1 C+ +			-	-	-	
Total State			4 505 100	9 990 509	005 505	
Sources	1		4,585,188	3,889,593	695,595	
	<u> </u>	10				
		eral Sources				
	4524	Income- Federal IDEA- B				
		Disabled	111,804	126,368	(14,564)	
	4571	Income- Federal School Lunch				

Lakeview Academy Bot Agenda May 3, 2012 Supporting Documents

		Prog	14,790	12,750	2,040	
	4572	Income- Federal School Lunch				
		Spec. Asst.	52,318	45,102	7,216	
	4574	Income- Federal School				
		Breakfast Prog	11,590	9,991	1,599	
	4575	Income- Federal After School				
		Lunch	-	-	-	
		Income- Federal PCSP Start-up and Impl.	-	-	-	
	4664	Income- Federal ARRA IDEA		106,500		
	4801	Income- Federal Title I	_	-	-	
	4860	Income- Federal Title II Imp				
		Teacher Qu	16,343	26,000	(9,657)	
	4900	Income- Other Federal Revenues	-	-	-	
Total Federal						
Sources			206,845	326,711	(119,866)	
	Dar	nd Sources				
<u> </u>						
	5100	Income- Bond Proceeds	-	-	-	
	5900	Income- Other Financing Proceeds	-	-	_	
Total Bond Sources			-	-	-	
	<u></u>	Fotal Revenue and Support				
			4,930,258	4,325,804	604,454	
 Expenditur	es					

100 Salaries					
100.22	Wages- Instructional Support	113,000	107,000	6,000	
100.31	Wages- Food Services	48,846	47,460	1,386	
121.24	Wages- Principals & Directors	95,000	78,000	17,000	95 Per Cory
121.24a	Wages- Prin & Directors- Merit Pay	3,900	-	3,900	Director, Inst. Support, Office Staff 2% - Upped to \$10K by Cory
131.10	Wages- Teachers	1,427,638	1,311,581	116,057	,
131.10a	Wages- Teachers- Special Ed	77,696	75,433	2,263	
131.10b	Wages- Teachers- Merit Pay	64,200	-	64,200	2% Placeholder
132.10	Wages- Substitute Teacher	32,000	32,000	-	
142.21	Wages- Guidance Personnel	40,170	19,500	20,670	
145.22	Wages- Licensed Library	-	-	-	
152.24	Wages- Admin Support Staff	77,761	58,360	19,401	
152.24a	Wages- Admin Support- Merit Pay	8,775	-	8,775	
161.10	Wages- Aides & Paraprofessionals	294,258	280,605	13,653	
161.10a	Wages- SpEd Aides & Paraprof	53,550	36,177	17,373	
161.10b	Wages- Aide & Para- Merit Pay		_	_	

	162.22	Wages- Unlicensed Library				
			-	-	-	
	172.27	Wages- Student Transportation	-	-	-	
	180.26	Wages- Maintenance & Custodial	90,268	87,643	2,625	
	184	Wages- IT Services		-	-	
		Total Salaries	2,427,061	2,133,759	293,302	
	200 Emp	bloyee Benefits				
	200	Unemployment Insurance	14,562	21,436	(6,874)	Over estimated last year
	200.a	Workers Compensation	8,252	15,005	(6,753)	
	210	Retirement Programs	137,814	121,725	16,089	
	220	Social Security & Medicare Tax	185,670	157,423	28,247	
	240	Health Benefits	431,184	297,369	133,815	
		Total Employee Benefits	777,482	612,958	164,524	
200	D 1 D	sional & Technical Services				
300	1					
	300.10	Instructional Services	-	-	-	
	300.31	Lunch Program Prof Services	-	-	-	
	300.10b	Professional Development	31,500	26,500	5,000	

300.24a	Accounting and Auditing	20.000	15.000	<b>5</b> 000	
200.241	D 1 D	20,000	15,000	5,000	
300.24b	Bank Fees	1,500	2,450	(950)	
300.24c	Legal Fees	1,500	1,000	500	
300.24d	Special Ed Services	60,000	60,000	300	
300.24e	Startup Services	00,000	00,000	_	
300.25a	Business Admin Services	01 000	84.000	7 000	
300.25b	Payroll Processing Fees	91,000	84,000	7,000	
300.25c	Information Technology Service	43,000	42,000	1,000	H-Wire \$32K & PowerSchool
Total Pu	Total Purchased Professional & Technical Services		230,950	17,550	
400 P					
	d Property Services				
400.25	Lease- Rent Expense	40,296	33,580	6,716	
400.26a	Security Expense	750	2,502	(1,752)	
400.26b	Property Repairs & Maintenance	20,000	46,643	(26,643)	
400.26c	Equipment Repairs & Maintenance	10,000	2,500	7,500	
400.26d	Custodial Services	_	-	-	
400.26f	Equipment & Storage Rental	1,000	2,500	(1,500)	
410.26a	Utilities Expense- Power	,	ĺ		

		50,000	41,500	8,500	
410.26b	Utilities Expense- Gas				
	_	12,500	9,600	2,900	
410.26c	Utilities Expense- Disposal				
		4,000	6,861	(2,861)	
410.26d	Utilities Expense-Water & Sewer				
		5,500	3,900	1,600	
Total	l Purchased Property Services	144040	140 500	(5.5.40)	
	_	144,046	149,586	(5,540)	
	urchased Services				
500.10a	Travel- Field Trips Expense				
		27,000	7,500	19,500	
500.10b	Travel & Lodging- Teachers				
70001	m 10 7 1 1 1 1 1	-	-	-	
500.24a	Travel & Lodging- Admin				
	Mileage	-	-	-	
	Mileage	2,500	2,000		
500.24b	Copier Maintenance Expense	2,000	2,000		
000.240	Copiei Maintenance Expense	4,500	5,520	(1,020)	
500.24c	Insurance Expense	1,000	9,020	(1,020)	Still waiting
300.210		30,000	22,220	7,780	on firm
		,	, -	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	estimate from
					Risk
530.24	Telephone- Voice				
		5,400	5,400	-	
530.24a	Internet Expense				Free with
		-	10,000	(10,000)	UEN now
530.24b	Postage & Mailing Expense				
		2,500	2,335	165	
540.24a	Advertising- General		0.555		
- 10 C 13	11 11 11 11 11	2,100	2,100	-	<b>D</b> 1
540.24b	Advertising- HR & Background				Background

		Chk	3,000	150	2,850	Checks were diff account last year
	Tot	al Other Purchased Services	77,000	57,225	19,775	
600 S	upplies					
000 5	600.10a	Supplies-Workroom				
			30,000	25,000	5,000	
	600.10b	Supplies- Classroom (TCF)	7,050	8,750	(1,700)	Decrease to match what received
	600.10c	Supplies- SPED	5,500	5,000	500	
	600.10d	Supplies- Student Activities	23,000	10,000	13,000	
	600.10e	Supplies- Physical Education	1,500	1,000	500	
	600.10f	Supplies- Elem. Enhancement	7,250	6,750	500	
	600.10g	Supplies- MS Enhancement	3,750	3,250	500	
	600.21	Supplies- Medical/First Aid	1,000	2,000	(1,000)	
	600.21a	Supplies- Student Government	2,000	-	2,000	
	600.22	Supplies- Testing Materials	2,100	1,500	600	Additional online testing fees
	600.24a	Supplies- Administration	10,000	8,000	2,000	
	600.24b	Supplies- Copier & Printer	10,000	14,000	(4,000)	
	600.26a	Supplies- Bldg & Prop Maintena	, , , , , , , , , , , , , , , , , , ,			

			2,500	2,000	500	
	600.26b	Supplies- Custodial Supplies	,,	,		
		The same of the sa	11,000	24,000	(13,000)	
	600.27	School Bus Supplies and Repair				
			-	-	-	
	600.31	Lunch Program- Non Food				
	2242	P 1 C 1 1 P	1,500	1,500	-	
	624.27	Fuel- School Busses				
	630.31	Lunch Program- Food		-	-	
	030.31	Lunen i rogram- roou	75,000	66,000	9,000	
	641.10	Curriculum & Materials	19,000	00,000	0,000	10K (Robotics
	0 - 1 - 1		90,000	45,000	45,000	LEGO VEX)
	641.10a	Curriculum & Materials- SPED				,
			5,000	4,000	1,000	
	644.22	Library Books & Supplies				
			10,000	3,000	7,000	
	650.24	Computer Software & Supplies	5,000	5,000	_	
		Total Supplies	9,000	3,000	_	
		Total Supplies	303,150	235,750	67,400	
					31,200	
700 Pro	operty					
	700.10	Equipment- Computer Software				
			-	-	-	
	710.45	Land and Land Improvements				Barn
			10,000	27,000	(17,000)	improvement
	730.10	Equipment- Instruction			(1	
	<b>5</b> 20.22	P	15,000	33,000	(18,000)	
	730.23	Equipment- Board	2,000	3,000		
	730.24	Equipment- Administration	4,000	3,000		
	750.24	Equipment Administration	_	_	_	
	730.25	Equipment- Technology				60K - David

	Hardware	80,000	43,000	37,000	20K- 40 Tablet Devices
730.26	Equipment- Facilities	2,000	21,000	(19,000)	
730.27	Equipment- Transportation	_	-	_	
730	Equipment- Food	_	-	_	
	Total Property	109,000	127,000	(18,000)	
800 Ot	her Objects				
800.10	Other Expense	1,000	2,000	(1,000)	
800.24	Interest Expense	-	-	_	
800.26	Property Taxes				
810.24	Dues & Subscriptions	6,500	6,500	-	
840.00	Principal- Payments on loans	-	-	_	
890.10	SAC Org Expense	10,000	10,000	-	
830.50a	Interest- USOE Loan	-	-	-	
830.50b	Interest- USDA Loan	-	-	-	
830.50c	Interest- Bond	498,191	506,216	(8,025)	
840.50a	Principal- USOE Loan	-	-	-	
840.50b	USDA Loan- Mortgage Expense	-	-	-	
840.50c	Principal- Bond				

			160,000	150,000	10,000	
	890.10a	<b>Employee Motivation Expense</b>	11,000	8,000	3,000	
	890.10b	Student Motivation Expense	2,000	1,500	500	
	890.24a	Prof. Dev. Meals	_	-	-	
	890.24b	License & Tax Expense	100	50	50	
	890.24c	Fundraising Expense	2,500	2,500	-	School programs
	890.50	Bond Fees & Expnses	3,500	2,000	1,500	
		Total Other Objects	694,791	688,766	6,025	
Total Expenses						
			4,781,031	4,235,994	545,037	
Net Income			149,228	89,810	59,418	



Developing youth who are CAPABLE CONFIDENT & CONTRIBUTING

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Policy Type: Required Policy

Policy Title: Computer Acceptable Use and Internet Safety Policy

Effective: August 6, 2009May 3, 2012

# (Requirements for state law we need to make sure all of these are covered in the policy: Internet Safety Policy

The Internet safety policy must address all of the following issues:

Access by minors to inappropriate • matter on the Internet and World Wide Web

The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic

communications

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- Unauthorized access including "hacking" and other unlawful activities by minors online
- Unauthorized disclosure, use, and dissemination of personal information regarding minors
- Measures designed to restrict minors' access to materials harmful to minors

For schools, the policy must also include monitoring the online activities of minors.)

# Lakeview Academy Student Computer Acceptable Use Agreement 2009-2010 School Year

#### **Privileges**

The Lakeview Academy Board of Trustees recognizes that an effective public education system develops who are capable, confident and contributing members of society. The board also believes that students need to be proficient users of information, media, and technology to succeed in a digital world.

Therefore, Lakeview Academy will use electronic resources as a powerful and compelling means for students to learn core subjects and applied skills in relevant and rigorous ways. It is the goal of Lakeview Academy to provide students with rich and ample opportunities to use technology. Lakeview Academy will enable educators and students to communicate, learn, share, collaborate and create, to think and solve problems, to manage their work, and to take ownership of their lives.

The use of school computers is a privilege and is an integral part of the educational program for all students. Computer services provided by Lakeview Academy are not intended for personal or private use. System administrators will determine appropriate use and access. Their decision is final, but can be appealed to the board. Students have no expectation of privacy of electronic data. System Administrators monitor, log, and may review any or all files and/or messages. It is the expectation of Lakeview Academy for student and staff behavior online to be no different than face to face interactions.

#### **School Responsibility**

Lakeview Academy takes student internet safety very seriously. Strict measures, such as internet filters are in place so that inappropriate material is not accessible to the students. 100% internet safety is not guaranteed and some content which may be offensive may still be accessible. Lakeview Academy makes no warranties, either expressed or implied, that the computer and/or network services provided through the school system will be error-free. Lakeview Academy will not be responsible for either accuracy/quality of information obtained through the system or for any financial obligations arising through the unauthorized use of the system. Users shall indemnify and hold the school harmless from any losses sustained as the result of intentional misuse of the system by the user. Lakeview Academy will not disclose, use and disseminate personal student information, except what is allowed by state law. Lakeview Academy will also provide education for students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber bulling awareness response. Age appropriate materials will be made available for use across grade levels. Training on online safety issues and materials implementation will be made available for administration, staff, and parents.

Lakeview Academy's network includes wired and wireless computers and peripheral equipment, files, storage, e-mail and internet content (blogs, web sites, web mail, groups, wikis, etc.). Lakeview Academy reserves the right to prioritize the use of, and access to, the network. All use of the network mut support education and research and be consistent with the mission of Lakeview Academy.

#### Terms and Conditions include but are not limited to

#### Students will:

- Use computer equipment under supervision of or faculty or staff member.
- Respect and follow computer teacher/advisor instructions.
- Use computers to work on school related assignments only.
- Immediately report equipment failures to staff members.
- Immediately report any damage to any computer related equipment.
- Immediately report accidental access to unauthorized sites.
- Report unacceptable internet sites to staff supervisor.
- Follow basic net-etiquette and be a good network citizen.
- Only use computers during assigned class times. Computers are not available after school, during lunch or breaks.

Students will not knowingly use school computers, equipment, or facilities to:

- Engage in illegal activities defined as a violation of local, state, and/or federal laws.
- Engage in hacking activities in any form. This includes but is not limited to corrupting, destroying, bypassing built in filters, or manipulating system data or changing computer configurations, which includes modifying wallpapers, icons, desktop themes or styles.
- Knowingly introduce viruses, worms, Trojan horses, time bombs to the network
- Access or distribute pornographic, <u>sexually explicit</u>, obscene, or threatening materials.
- Erase, expire, or reset memory cache, web page links, or HTTP location history.
- Access any social networking, chat clients of any kind, including web-based clients.
- Use one's identity, misrepresent one's identity or use another's identity in any form of electronic communication.
- Communicate with vulgar, defamatory or threatening language, graphics, or artwork.
- Violate copyright or intellectual rights.

- Participate in electronic gaming of any kind, unless directed by faculty or staff in the pursuit of learning.
- Use of any instant electronic communication without adult supervision.
- Use email for any purpose other than school related activities.
- Give out any school information, including address, phone numbers, schedules etc.
- Send mass emails.
- Edit, change, remove or otherwise modify other users files
- Engage in activities for personal gain, commercial solicitation and compensation of any kind
- Download, install game, audio files, video files or other applications (including shareware and freeware) without written permission or approval from on-site computer technician
- Support or opposition for ballot measures, candidates, and any other political activity
- Participate in cyber bulling, hate mail, defamation, harassment of any kind, discriminatory jokes and remarks
- Post, store or send information that could endanger others (e.g., bomb construction, drug manufacture)

Non-School Equipment

A student may bring in personal computing equipment only under the following conditions.

- The student is sponsored by a faculty member.
- The equipment is registered with the on-site computer technician.
- The school provided anti-virus software and firewall is enabled.

Note: Personal equipment falls under the same rules as school owned equipment

Downloading, copying, duplicating and distributing software, music, sound files, movies, images and other copyrighted materials without the specific written permission of the copyright owner is generally prohibited. However, the duplication and distribution of materials for educational purposed are permitted when such duplication and distribution fall with the Fair Use Doctrine of the United States Copyright Law (Title 17, USC) and content is cited appropriately. All student work is copyrighted. Permission to publish any student work requires permission form the parent or guardian.

By signing this document I give permission for my son/daughter to use school computers and internet according to the terms of the Lakeview Academy Computer Acceptable Use Policy. I understand that violation of the provisions stated in the policy may constitute revocation of computer privileges and/or disciplinary action, which may include suspension. Damage to any school owned computer/technology equipment will be the financial responsibility of the student's parent or guardian, and may result in disciplinary action. This permission shall remain in effect through the end of the school year. The student will be required to sign a new Acceptable Use Agreement at the beginning of each school year.

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Name:			Core	Teacher	(or	Advisory):
(Last,	First,	Middle)				
Student ID #: _			Date: _			-
Students Signature	:			Date	:	
Parent/Guardian's Signature:				Date	:	
Email Address: Note: your email ad	dress will give us	ability to commu	nicate upcom	_ ing events and stu	dents progre	ess.

# Computer Acceptable Use Agreement 2009-2010 School Year

#### **Privileges**

The use of school computers\_and school e-mails is a privilege and is an integral part of the educational program; they are intended for educational purposes. The term "educational purpose" includes use of the system for classroom activities, professional or career development, and limited research. Computer services provided by Lakeview Academy are not intended for personal or private use. System administrators will determine appropriate use and access. Their decision is final, but can be appealed to the board. Users have no expectation of privacy of electronic data. System Administrators monitor, log, and may review any or all files and/or messages. Lakeview Academy retains the right to impose upon any employee disciplinary measures that may include termination for a violation of this policy. . . It is the expectation of Lakeview Academy for student and staff behavior online to be no different than face to face interactions.

#### School Responsibility

Lakeview Academy takes internet safety very seriously. Strict measures, such as internet filters are in place so that inappropriate material is not accessible to system users. 100% internet safety is not guaranteed and some content which may be offensive may still be accessible. Lakeview Academy makes no warranties, either expressed or implied, that the computer and/or network services provided through the system will be error-free. Lakeview Academy will not responsible for either accuracy/quality of information obtained through the system or for any financial obligations arising through the unauthorized use of the system. Users shall indemnify and hold the school harmless from any losses sustained as the result of intentional misuse of the system by the user.

Lakeview Academy will not disclose, use and disseminate personal student information, except what is allowed by state law. Lakeview Academy will also provide education for students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber bulling awareness response. Age appropriate materials will be made available for use across grade levels. Training on online safety issues and materials implementation will be made available for administration, staff, and parents.

Lakeview Academy's network includes wired and wireless computers and peripheral equipment, files, storage, e-mail and internet content (blogs, web sites, web mail, groups, wikis, etc.). Lakeview Academy

reserves the right to prioritize the use of, and access to, the network. All use of the network mut support education and research and be consistent with the mission of Lakeview Academy.

#### Terms and Conditions include but are not limited to

#### Users will:

- Immediately report equipment failures to the system administrator.
- Report unacceptable internet sites, and use to system administrator.
- Follow basic net-etiquette and be a good network citizen.
- Immediately report any damage to equipment to the system administrator

Users will not knowingly use school computers, equipment, or facilities to:

- Engage in illegal activities defined as a violation of local, state, and/or federal laws.
- Engage in hacking activities in any form. This includes but is not limited to corrupting, destroying, or manipulating system data or changing computer configurations.
- Access or distribute pornographic, <u>sexually explicit</u>, obscene, or threatening materials.
- Use one's identity, misrepresent one's identity or use another's identity in any form of electronic communication.
- Communicate with vulgar, defamatory or threatening language, graphics, or artwork.
- Violating copyright or intellectual rights.
- Use e-mail address for social networking sites such as face book.
- Send mass emails.
- Edit, change, remove or otherwise modify other users documents, except for the purpose of collaboration.
- Engage in activities for personal gain, commercial solicitation and compensation of any kind
- Download, install game, audio files, video files or other applications (including shareware and freeware) without written permission or approval from on-site computer technician
- Support or opposition for ballot measures, candidates, and any other political activity
- Participate in cyber bulling, hate mail, defamation, harassment of any kind, discriminatory jokes and remarks
- Post, store or send information that could endanger others (e.g., bomb construction, drug manufacture)
- Knowingly introduce viruses, worms, Trojan horses, time bombs to the network

#### Non-School Equipment:

A user may bring in personal computing equipment only under the following conditions.

- The equipment is registered with the on-site computer technician.
- The school provided anti-virus software and personal firewall is enabled.
- Users shall not install unapproved hardware on or connect it to network, or make changes to software settings that support school hardware.

Note: Personal equipment falls under the same rules as school owned equipment

#### Installation:

- No software, including freeware or shareware, may be installed on any computer until cleared by the network administrator.
- The administrator shall verify the compatibility of the software with existing software and hardware, and prescribe installation and uninstall procedures.
- Freeware and shareware may be downloaded only onto workstation floppy disks, not hard drives. Software installed on Lakeview computers, must comply with copyright laws.
- License agreements and proof of purchase (copy or original) must be filed with the system administrator.

#### E-mail Policy:

- Employees shall have no expectation of privacy when using Lakeview e-mail or other official communication systems.
- E-mail messages shall be used only to conduct approved and official school business.
- E-mail address shall not be used for social networking sites.
- All users must use appropriate language in all messages.

Downloading, copying, duplicating and distributing software, music, sound files, movies, images and other copyrighted materials without the specific written permission of the copyright owner is generally prohibited. However, the duplication and distribution of materials for educational purposed are permitted when such duplication and distribution fall with the Fair Use Doctrine of the United States Copyright Law (Title 17, USC) and content is cited appropriately. All student work is copyrighted. Permission to publish any student work requires permission form the parent or guardian.

Users are expected to conduct themselves in a professional manner and to use the system according to these guidelines or other guidelines published by the administration.

Name:	Signature
(Print)	
Date:	
Certification The undersigned officers and or directors of Lakeview Academy certify that a Acceptable Use Agreement Policy was duly adopted as of August 4, 2009.	this Compute
Signature:April Thomspon	_
Print Name:April Thomspon	_
Title: <u>Board Vice President</u>	
Signature: Alan Daniels	-
Print Name:Alan Daniels	
Title: Board Member	
Lakeview Academy Bot Agenda May 3, 2012 Supporting Documents	



Developing youth who are
CONFIDENT
CAPABLE &
CONTRIBUTING

Policy Type: Executive Limitations
Policy Title: Treatment of Students

Effective Date: May 3, 2012

With respect to interactions with students and their families or those applying to become students the Director shall not cause or allow conditions, procedures, or decisions that are unsafe, undignified, unnecessarily intrusive, or that fail to provide appropriate confidentiality or privacy.

Accordingly, he or she shall not:

- 1. Use application forms that elicit information for which there is no clear necessity.
- Use methods of collecting, reviewing, transmitting, or storing client information that fail to protect against improper access to the material elicited.
- 3. Maintain facilities that fail to provide a reasonable level of privacy, both visual and aural.
- Fail to establish with students and their families a clear understanding of what may be expected and what may not be expected from the service offered.
- Fail to inform consumers of this policy or to provide a grievance process to those who believe they have not been accorded a reasonable interpretation of their rights under this policy.
- Fail to communicate clear expectations with students and their families and establish a student handbook to include all applicable director and board policies and procedures.
- Fail to communicate and respond to communication with students and their families in a timely fashion and in accordance with board policy.
- Fail to establish a written administrative procedure, included in the handbook that establishes student recognition activities that are designed to encourage, celebrate, and recognize students for their positive character and academic achievement.
- Fail to have a written dress code that is included in the family handbook that embraces the intent of the founders to have a professional learning atmosphere.
- 9-10. Fail to have a written administrative procedure for portfolios that meets the goals, visions and expectations set forth in the charter including the use of technology, and being student driven.

#### Certification

The Undersigned officers and or directors of Lakeview Academy certify that this treatment of student's policy was duly adopted as of May 3, 2012 and replaces all previous Treatment of Student Policies and Student Recognition Policies.

Signature:	
Print Name:	
Title:	

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Lakeview Academy Bot Agenda May 3, 2012 Supporting Documents

Signature:	 	 	
Print Name:	 	 	
Title:			



oard Wiser



Navigating the Intersection of Governance and Management Series

by Dr. Brian L. Carpenter

## Where The Heck Are We?

As part of the training I provide to individual charter school boards and leaders across the country, I administer a comprehensive survey I designed to evaluate their overall performance and risk exposure. (The questions are based on my research and field experience.) After surveying hundreds of directors and trustees this way since 2006, I've learned that most charter school board members:

- 1. receive no orientation when joining the board,
- 2. receive little, if any, ongoing training about how to fulfill their responsibilities,
- 3. have not read their school's articles of incorporation, bylaws or charter,
- 4. are unaware of the potential personal liability involved in serving on a board,
- 5. often do not, by their own estimation, know how to interpret financial reports very well,
- 6. have not read the board's policy manual (where such a manual even exists),
- 7. have not read the contract between the board and the management company that operates the school,
- cannot explain the differences between management and governance responsibilities,
- 9. rarely review meaningful data on their school's student performance, and
- 10. are unaware of the vast number of statutory and regulatory items with which their school must comply.

Thus, despite the best of intentions and their willingness to sacrifice three to four hours a month in meetings (or longer), most charter school board members are actually ill-prepared for the responsibilities entrusted to them by the taxpayers in their state. Perhaps this partly explains why an estimated 12% of charter schools have gone out of business since 1992 (Center for Education Reform, 2009).

In contrast, a great way to begin building an effective board is to orient new board members. (Occasionally, I even encounter bylaws that read, "all new board members will receive an orientation prior to ioining the board," however, in time, because most boards rarely review their bylaws, they forget that this statement exists.) Like using a compass and map in the wilderness to determine one's location, a good board orientation helps new board members answer the question for the school, "Where the heck are we?"

As part of the orientation process, the board should provide all new members a copy of (or internet access to) the 15 documents listed on the reverse side. After new members have had a reasonable period of time to review the documents (I suggest within three months of joining the board, if not prior to), a governance committee or a board member can meet with them to answer their questions, etc. And while you're at it, don't forget to give them a CD with their own copy of these BoardWiser podcasts and printable versions.

### **Board Self-Appraisal Questions/Recommendations**

- 1. Does your board have an orientation process that it follows when new members are elected or appointed?
- 2. Adopt a board policy which says: "The Board of ABC Charter School hereby resolves that the 15 documents in Dr. Carpenter's podcast shall be provided to all new board members prior to joining the

board and that all new members shall read these documents within three months of joining."	
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## Case in Point

## The Fifteen Essential orientation Documents

- 1. Your school's charter. As a board member, you cannot do your part to ensure that the school is accomplishing the outcomes in its charter (a performance agreement between your board and your school's authorizer) if you haven't read it. (Also, as an agenda item, I recommend that boards review their charters at least once a year.)
- 2. Your school's articles of incorporation and bylaws.
  - You might think these documents are just paperwork, but they actually spell out rules for who is on the board, how the board will conduct its work, and whether board members are indemnified (protected by the school from personal loss, in the event of a lawsuit), etc. Modifying them usually requires authorizer approval. Legally, your board has a duty to obey these documents. Read them.
- A list of your fellow board members, their contact information, the offices they hold (e.g., treasurer) and when their terms are set to expire.
- 4. Name and contact information of the board's attorney and financial auditor. (By the way, it's worth confirming with a fellow board member that it was the board which took the lead in selecting each of these crucial people and that it made a reasonable effort to ensure that each is independent from management.)
- 5. Management company contract or contract with the school leader. It's mind-bending to discover how many boards don't know what their school is paying the management company that operates it. They should know-the company works at the board's pleasure.
- 6. Board member job description. Your authority does have limits. You need to know what those are, and make sure to stav within them.
- 7. One- or two-page summary of the school's academic performance over the past few years. Specifically, what percentage of students are meeting or exceeding standards on the state test? And, where does that percentage place the school relative to all other public schools in your states?

- 8. Board minutes from the previous 12 months. Reading these will quickly bring you up to speed on where the board has been and where it's going. (How crucial is it to read these? I personally read a year's worth for every client school, if that tells you anything.)
- 9. Director and officer liability certificate of insurance. You can take someone's word for it that such insurance is up to date, but I wouldn't, especially when one piece of paper will confirm that you're covered. (Waiting until you get sued to confirm it is inadvisable.)
- 10. Most recent audit results. And make sure the audit evaluated the school's internal control policy.
- 11. Board policy manual. If your board doesn't have one, introduce a motion to begin creating one.
- 12. Debt instruments. Building loans, etc. In some states, board members may be personally liable for these.
- 13. Code of conduct/ethics. All board members should sign a statement committing themselves to ethical, professional conduct when acting as board members. Outside of meetings, this means no gossiping, violating confidences, or backstabbing. In meetings, no fist pounding, voice raising, or name calling.
- 14. Disclosure of conflicts of interest. All board members should sign an annual statement disclosing whether they have any direct or indirect conflicts of interest. For example, a board member whose spouse works for, or owns the company that provides lunches to the school, should disclose the relationship. The board should enter all signed statements into
- 15. Form 990 (IRS non-profit tax return for 501(c)(3) schools.) In 2008, because of decades of lax oversight by not-for-profit boards across the country, the IRS modified its governance requirements for the first time in 30 years. If your school has been granted 501(c)(3) status by the IRS, don't let it get fined for non-compliance with these new rules. For more information, go to the IRS website and be sure to listen to the bonus podcast in this series.

#### About This Publication & The Author

 $BoardWiser^{TM}$  is a publication of Brian L Carpenter PhD & Associates, LLC. It is available on an annual subscription basis and is intended to strengthen charter school performance by helping boards evaluate and excel at governance while refraining from entanglement in operations. To subscribe, visit <a href="www.BrianLCarpenter.com">www.BrianLCarpenter.com</a>. While  $BoardWiser^{TM}$  is intended to provide reliable governance training, it is not intended as legal advice, for which boards should consult a qualified attorney as well as the specific laws of the state in which their chartered school operates.

Dr. Brian L. Carpenter is widely regarded as one of the foremost authorities on charter school governance. Both of his books, *Charter School Board University* and *The Seven Outs: Strategic Planning Made Easy for Charter Schools* are used by schools, associations, and universities. For information on engaging Dr. Carpenter to conduct a board development retreat or to speak at your conference, call (989) 205-4182 or email him at <a href="mailto:Brian@BrianLCarpenter.com">Brian@BrianLCarpenter.com</a>.

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